



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7113
Fax: 352-735-7191

Building Height Advisory Committee
City Hall Board Room
Thursday, January 20, 2022 - 6:00 PM

AGENDA

- I. Call to Order
- II. Roll Call
- III. Public Comment
- IV. Approval of Minutes
 - A. Request Approval of Meeting Minutes
- January 6, 2022 Building Height Advisory Committee Minutes
- V. DISCUSSION ITEMS
 - A. TAB 1: History of Building Height and Code Amendment Types
 - B. Tabs 2-5: Building Heights Documents for Discussion
 - TAB 2 - Thomas Pauls, summary information
 - TAB 3 - John Tucker, Florida City Building Heights
 - TAB 4 - Kate Ondrasik , Building Heights in Downtown Historic Districts
 - TAB 5 - Frank Kirwin, Building Heights in Aspen and Key West
- VI. Announcement of Next Scheduled Meeting
 - A. Scheduled Meeting Date/Time: Thursday, February 3, 2022 at 1:30 pm
- VII. Adjournment

NOTICE: For purposes of Section 286.011, Florida Statutes, two or more members of the City Council may be present at this meeting, and this meeting may be considered a City Council meeting.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony

and evidence upon which the appeal is to be based.

NOTICE: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance, if hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

**CITY OF MOUNT DORA, FLORIDA
BUILDING HEIGHT ADVISORY
COMMITTEE MINUTES**



**January 6, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

Call to Order

Chairperson Tipton called the meeting to order at 1:33 p.m.

Roll Call

Members Present

Lynn Tipton, Chairperson
Joseph Lewis, Vice-Chairperson
Nick Girone
James Homich
John Tucker
Thomas Pauls
Andrea Lothar
Michael McGuire (via Zoom)
Greg Beliveau
Tom Dring
Frank Kirwin
Kate Ondrasik
Harris Turner

Also Present

Vince Sandersfeld, Planning Director
Sherry G. Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk

Public Comment

Chairperson Tipton opened public comment

No Public Comment

Chairperson Tipton closed public comment

Approval of Minutes

- A. Request Approval of Meeting Minutes
- November 18, 2021 Building Height Advisory Committee Minutes

MOTION BY COMMITTEE MEMBER KIRWIN TO APPROVE NOVEMBER 18, 2021 BUILDING HEIGHT ADVISORY COMMITTEE MINUTES; COMMITTEE MEMBER TUCKER SECONDED THE MOTION. MOTION WAS APPROVED BY VOICE VOTE UNANIMOUSLY.

DISCUSSION ITEMS

- A. Proposed Charter Amendment Language (working document)

Committee member Kate Ondrasik inquired about the pervue of the committee.

Discussion was had regarding the purpose of the committee and how that has changed since the committee was first formed.

Ms. Sutphen, City Attorney, explained the reasons for why the committee was formed and how the purpose of the committee changed at the December 7, 2021 council meeting when Council voted on a motion to have the committee consider language for a charter amendment.

Committee members provided their explanations of why they became a part of the committee, their thoughts on why the committee was formed, and what their role on the committee was.

A majority of the committee members expressed that if they are now limited to only considering language for a charter amendment, then they no longer want to be a part of the Building Height Advisory Committee.

Committee member Harris Turner asked if they could defer action on the charter amendment and do what the committee was originally charged with doing.

Ms. Sutphen, City Attorney, explained that once everyone has given their opinion, she would like a consensus on which members want the charter amendment and which members do not and who would leave the committee if that was the sole focus.

Committee member Tom Dring stated that he listened to the council meeting where council discussed this. Mr. Dring stated he feels that the committee shouldn't be limited to option A, charter amendment or option B, Land Development Code. There should be option C for them to look at every possible scenario about where to put the language for building heights .

Discussion ensued regarding the actual heights of the buildings and how some committee members understood that those numbers weren't being discussed for change.

Vice-Chairperson Joseph Lewis stated that this committee needs to look at what's best for the long term viability of Mount Dora.

MOTION BY COMMITTEE MEMBER TURNER THAT THIS COMMITTEE IS OPPOSED TO THE REQUIREMENT TO ONLY PURSUE A CHARTER AMENDMENT AND IF THAT IS THE SOLE OPTION OF THIS COMMITTEE, IT IS OUR RECOMMENDATION THAT THE COMMITTEE BE DISSOLVED AND THE CITY COUNCIL PREPARE ANY CHARTER AMENDMENT. COMMITTEE MEMBER TUCKER SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

MS. SUTPHEN INQUIRED IF PART OF THE MOTION IS LEAVING OPEN, IF THEY PROVIDE YOU WITH THE OPTION OF CONSIDERING ALTERNATIVES AND BRINGING BACK A RECOMMENDATION FOR ALL ALTERNATIVES, THEN YOU ARE NOT OPPOSED TO STAYING AS A COMMITTEE. COMMITTEE MEMBER TURNER AGREED WITH THE CITY ATTORNEY AS WELL AS COMMITTEE MEMBER TUCKER.

YES	Committee member Girone Chairperson Tipton Committee member Pauls Committee member McGuire Committee member Dring Vice-Chairperson Lewis Committee member Turner Committee member Tucker Committee member Beliveau Committee member Kirwin Committee member Ondrasik
NO	Committee member Homich Committee member Lother

Committee member Frank Kirwin inquired if there is a way the language could be put somewhere outside of a charter such as a protective ordinance and still have the people vote on it at the next election.

Ms. Sutphen, City Attorney, stated that the building heights language can be put in other places, such as ordinances, and that she will look into it.

Committee member Michael McGuire asked how long this committee had to discuss the topic before it is needed to go on the ballot.

Ms. Sutphen, City Attorney, stated that the language needs to be done by August in order to get on the ballot for November.

Committee member Frank Kirwin stated that the committee would make a single recommendation to go to council based on all options.

Ms. Sutphen, City Attorney, clarified that she believes that the options the committee has are an Ordinance to change the Charter or an Ordinance to change the Land Development Code.

Committee member Frank Kirwin asked if the committee could just focus on building height in the downtown Historic District.

Discussion took place regarding the area in which to look at building heights.

B. TAB 1: History of Building Height and Code Amendment Types

C. Tabs 2-5: Building Heights Documents for Discussion

- TAB 2 - Thomas Pauls, summary information
- TAB 3 - John Tucker, Florida City Building Heights
- TAB 4 - Kate Ondrasik , Building Heights in Downtown Historic Districts
- TAB 5 - Frank Kirwin, Building Heights in Aspen and Key West

Announcement of next scheduled meeting

A. Scheduled Meeting Date/Time: Thursday, January 20, 2022 at 6:00 pm

Adjournment

COMMITTEE MEMBER KIRWIN MOTIONED TO ADJOURN THE MEETING. COMMITTEE MEMBER ONDRASIK SECONDED THE MOTION AND IT WAS APPROVED UNANIMOUSLY. THE MEETING WAS ADJOURNED AT 3:14 PM.

TAB 1



CITY OF MOUNT DORA

Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

DATE: January 6, 2022
TO: Building Height Advisory Committee
FROM: Vince Sandersfeld, Planning Director
SUBJECT: Background Building Height

PART I – HISTORY OF BUILDING HEIGHT

At the initial Building Height Advisory Committee meeting held on November 18, 2021, the members in attendance inquired about the history of building height and how long has the 35 feet limitation been in place. Planning staff researched building height standards with achieved zoning codes located a zoning code dated 1945. Staff was not able to locate documents prior to that 1945 and believes this was more than likely the first zoning ordinance.

In 1945 Honorable Mayor J.E. Fortner adopted the creation of the Town of Mount Dora's Zoning Ordinance. Attachment "1" are copies of the various pages related to building height. On page 8 of the ordinance reads the height of a building as follows: Height of Structures: Height of structures from the curb of nearest street shall not exceed the width of said street except that this regulation shall not apply to steeples, monuments, or water standpipes or tanks."

Attachment "2" is the Town's zoning code dated 1966. The building height standards changed to individual zoning districts (summary of height by zoning district listed in Table below). Residential zoning districts maximum 35 feet, multiple-family (R-3) at 50 feet, and general commercial (C-2) at 50 feet.

Attachment "3" list all zoning districts at a maximum 35 feet from the 1969 dated Code of Ordinances. Lake Dora listed a maximum height of 25 feet for any structure within 100 feet of the shoreline. Attachment "4" 1987 Code of Ordinances listed the same building height restrictions: 35 feet and 25 feet along Lake Dora.

ZONING CODE BUILDING HEIGHT TABLE BY YEAR (1946-1987)

1945 All zoning districts: Height based on street width (curb to curb)

1966	R-1, R-1A, R-2	35 feet
	R-3	50 feet
	C-1	35 feet
	C-2	50 feet
	M-1	50 feet

1969 All zoning districts 35 feet, except 25 feet Lake Dora

1987 All zoning districts 35 feet, except 25 feet Lake Dora

ITEM II – CODE AMENDMENT TYPES

The members in attendance at the November 18, 2021, meeting requested planning staff to provide a brief summary of how building height codes can be altered or amended. There are three current processes by which zoning performance standards (i.e Land Development Code) can be changed:

- 1) Land Development Code Amendment;
- 2) Variance; or
- 3) Planned Unit Development (PUD)

Land Development Code Amendments include a recommendation from the Planning and Zoning Commission; and in some cases, such as building height, include the Historic Preservation Board. Ordinances require two separate public hearings by the City Council. Normal time-frame: 60 days.

Included with the November 18, 2021, Committee agenda packet was a summary section of a variance and PUD (Page 9 “*Building Height Background*” document, which was included in the November 18, 2021 Building Height Advisory Committee agenda packet). There are specific criteria (seven criteria) for a variance petition to be considered for the PZC approval. All seven items require substantial competent evidence to support the proposed variance. A Development Order is the official document of record for variances. Variance requests are either approved or denied by the Planning and Zoning Commission. Appeal of a determination are made by the City Council. Normal time-frame: 45 days.

PUD’s follow the City’s normal rezoning process with public hearings with Planning and Zoning Commission (recommendation) and the City Council. Depending upon the complexity of the proposed PUD, it may follow two applications: 1) Preliminary PUD Master Plan; and 2) Final PUD Master Plan. The Preliminary PUD is conceptual. The Final PUD, enacted by ordinance, becomes the overriding “zoning” for the project/lands. Normal time-frame: 90 days.

The City’s Development Review Committee is included on these type of changes (LDC Amendments, Variances, and PUD’s). DRC members include all of the City Departments and Engineering Consultants. DRC member provide technical expertise on Land Development Codes and the Mount Dora Comprehensive Plan.

ATTACHMENTS:

Attachments 1-4: Zoning History Codes

Page 1

AN ORDINANCE PARTITIONING THE TOWN OF MOUNT DORA INTO ZONES;
PRESCRIBING REGULATIONS FOR THE USE OF LAND, THE USE OF STRUCTURES
AND THE LOCATION AND CONSTRUCTION OF ALL STRUCTURES WITHIN EACH
ZONE; THE DUTIES OF THE BUILDING INSPECTOR; AND THE METHOD OF EN-
FORCEMENT OF THE PROVISIONS HEREOF.

BE IT ORDAINED BY THE TOWN COUNCIL, TOWN OF MOUNT DORA, FLORIDA:

WHEREAS, this Ordinance etc. is enacted in pursuance to and to carry
out the provisions of the "Zoning Ordinance of the Town of Mount
Dora passed by the Town Council April 3, 1945".

SECTION 1.

The Town of Mount Dora is hereby partitioned into the following
zones:

- (a) H 1A - Single Family Zones
- (b) H 1 - One and Two Family Zones
- (c) H 2 - Four Family Zones
- (d) H 3 - Small House Zones ✓
- (e) H 4 - East Town Zones
- (f) R 1 - Retail Business (Fire Resistant) Zones ✓
- (g) R 2 - Retail Business Zones
- (h) A 1 - Apartment Houses (Fire Resistant) Zones
- (i) A 2 - Multiple Family Zones
- (j) W - Wholesale Business Zones
- (k) M - Industrial Zones
- (l) B - Boathouse Zones

SECTION 2.

That the geographic area of each zone is indicated by the above
symbols on the specially designed plat of the Town of Mount Dora hereby

Page 2

adopted and authenticated and attached to this Ordinance, designating each zone.

SECTION 3

Definitions

- (a) SHALL The word "shall" is mandatory and not directive.
- (b) LOT The word "lot" includes the words "plot" and "tract".
- (c) AN ACCESSORY USE OR BUILDING is a subordinate use or building customarily incident to, and located on, the same lot with the main use or building.
- (d) THE WORD "STRUCTURE" means anything constructed or erected, the use of which requires permanent location on the land or attached to something having a permanent location on the land includes the word "building".
- (e) THE HEIGHT OF A BUILDING is the vertical distance from the curb of the nearest street to the highest point of the roof excepting chimneys.
- (f) FRONT SETBACK is the horizontal distance from the front street line to the nearest point of the main structure exclusive of open porches. If porches are enclosed they shall not project beyond the setback line.
- (g) THE FRONT YARD is that portion of the lot between the front line and a line parallel to it passing through the point on the structure which establishes the setback.

(l) HEIGHT OF STRUCTURES Height of structures from the curb of nearest street shall not exceed the width of said street except that this regulation shall not apply to steeples, monuments or water stand-pipes or tanks.

(m) SANITARY DRAINAGE Each residence and all other structures requiring disposal of sewerage shall be connected with sanitary sewer wherever possible, for disposal of drainage from kitchen, bathroom and other plumbing fixtures.

(n) Where sanitary sewers are not available water closet and bathroom drains must connect to a septic tank of sufficient size, which must be underground and so designed that its effluent will be efficiently absorbed by the subsoil, and which must comply with the state health laws.

(o) The settling tank of the septic tank for each residence building shall have a capacity as required by the state health laws.

(p) For schools, public buildings, etc. the settling tank shall have a capacity as required by the Florida State Sanitary Code.

(q) Any other equivalent drain system may be used if approved by the Town Council.

(r) FRONT AND SIDE SETBACKS MEASURED FROM Front setbacks for all lots and side setbacks for corner lots shall be measured from street lines existing at the present time even though the street may be widened subsequent to date of this Ordinance.

(s) IT IS NOT THE INTENTION OF THIS Ordinance to establish different regulations for one side of the street from those of the other

Page 16

10000 Square Feet for Duplex House

14000 Square Feet for Four Family House

(h) MINIMUM GROUND AREA OF MAIN STRUCTURE shall be:

700 Square Feet for Single Family House

1400 Square Feet for Double Family House

750 Square Feet for Duplex Family House

1550 Square Feet for Four Family House

(i) MAXIMUM GROUND AREA OF STRUCTURES shall be:

25% of lot area for Residential Main Structure

8% of lot area for Accessory Buildings.

50% of lot area for Public and Quasi-Public Buildings
including Accessory Buildings

(j) ACCESSORY BUILDINGS All accessory buildings except attached garages shall be in the rear of the rear setback line and their eaves shall not be closer than four (4) feet to any boundary line of the lot except that when the lot is a corner lot or a through lot no accessory building shall be nearer to the side street line than ten feet nor nearer to the rear street line than twenty feet.

(k) HEIGHT OF RESIDENCES, BOARDING HOUSES, ROOMING HOUSES, ETC. shall not be more than two stories.

(l) BOARDING HOUSES AND ROOMING HOUSES shall have at least one complete bathroom and one lavatory and water closet on each floor.

ZONING ORDINANCE
for the
CITY OF MOUNT DORA, FLORIDA

Passed July 5, 1966

ARTICLE V
APPLICATION OF REGULATIONS

Except as hereinafter provided:

SECTION 501: Use

No building or structure or land shall hereafter be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or altered except in conformity with the regulations herein specified for the district in which it is located.

SECTION 502: Height and Density

No building or structure shall hereafter be erected, constructed, reconstructed or altered to:

1. exceed the height limits;
2. house a greater number of families or occupy a smaller lot area per family; or
3. have narrower or smaller front or side yards than are herein required.
4. The building inspector may grant a variance of one foot (1 ft.) in cases where in his judgment the intent of this ordinance is not altered.

SECTION 503: Lot Size and Occupancy.

No lot, even though it may consist of one or more adjacent lots in the same ownership at the time of passage of this ordinance, shall be reduced in size so that lot width or size of yards or lot area per family or any other requirements of this ordinance is not maintained. This section shall not apply when a portion of a lot is acquired for a public purpose.

SECTION 504: Yards and Other Spaces.

No part of a yard or other open space or the off-street parking or loading space required about any building for the purpose of complying with the provisions of this ordinance shall be included as a part of the yard or off-street parking or loading space required for another building.

Table 1. AREA, YARD AND HEIGHT REQUIREMENTS

1966

District	Minimum Lot Size		Lot Width in Ft.	Min. Size of Dwelling Unit (Sq.Ft.)	Minimum Front Yard Setbacks from Right-of-Way of Streets		Minimum Side Yd in Feet	Maximum Height in Feet	Maximum Lot Coverage	Minimum Rear Yard (Feet) ¹
	Area in Square Feet	Sq.Ft. per Family			Major Street	All Other Streets				
R1A	10,000	10,000	100	1,200	25	25	10	35	40%	35
R1	7,500	One-family ^① 7,500 Two-family ^{④,⑤} 50% of lot	75	1,000 700 per unit	25	25	7	35	50%	25
R2	7,000	One-family 7,000 Two or more families 5,000	60	One-family 700 - Two or more families 500	25	25	7	35	50%	25
R3	6,000	One-family ^① 6,000 Two families 5,000 Multi-family not in excess of 35% of lot area	60	One family 700 - Two families 500 Multi-families 400	25	25	7 10 15	50	60%	25 ^②
MH	6,000	6,000	60	400	25	20	5	20	50%	20
C1	---	---	---	---	25	25	10	35	80%	25 ^③
C2	---	---	---	---	25	---	---	50	100%	---
M1	---	---	---	---	50	50	10	50	80%	25

① A cluster development shall have a minimum site area of 6,000 square feet per dwelling unit in the development.

② When a multiple family use abuts a single family use, the multiple family use shall provide a buffer strip.

③ When a commercial use abuts a residential use, the commercial use shall provide a buffer.

④ Must provide off-street, covered parking.

⑤ Flat roofs not allowed.

Code of Ordinances
CITY OF
MOUNT, DORA, FLORIDA

THE CHARTER
and
GENERAL ORDINANCES OF THE CITY

ADOPTED JULY 15, 1969

EFFECTIVE AUGUST 5, 1969

PUBLISHED BY ORDER OF THE CITY COUNCIL

MUNICIPAL CODE CORPORATION

TALLAHASSEE, FLORIDA

1989

Art. III

APPENDIX A—ZONING

Art. III

(2) *Advertising structure*: Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed.

(3) *Apartment house*: See dwelling, multiple family.

(4) *Boarding or rooming house*: A dwelling other than a hotel or motel having one (1) kitchen and used for the purpose of providing meals or lodging or both for compensation to persons other than members of the family occupying such dwelling.

(5) *Buffer strip, planted*: A strip of land along a property line reserved for screening purposes from adjoining properties or public rights-of-way and planted with trees and/or shrubs in such a manner as to provide such screening.

(6) *Building*: Any structure attached to the ground and intended for shelter, housing, or enclosure of persons, animals, or chattels.

(7) *Building height*: The vertical distance from the lowest grade to the highest point of the structure or any part thereof, with the lowest grade being defined as the lowest point within twenty (20) feet of the structure on any side of the structure.

(8) *Center line of street*: The center line of a street is the line surveyed and monumented by the governing body as such or, if a center line has not been surveyed and monumented, it shall be that line running midway between the outside curbs or ditches of the street.

(9) *Clinic*: A clinic is an establishment where patients who are not lodged overnight are admitted for examination and treatment by one (1) person or group of persons practicing any form of healing or health building services to individuals, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession the practice of which is lawful in the State of Florida.

(10) *Club*: Buildings and facilities owned and operated by a corporation or association of persons for social or recrea-

1969

Art. V, § 502

APPENDIX A—ZONING

Art. V, § 504

Sec. 502. Height and density.

No building or structure shall hereafter be erected, constructed, reconstructed or altered to:

- (1) Exceed the height limit of thirty-five (35) feet, except for structures within one hundred (100) feet of the mean average shore line of Lake Dora which shall not exceed twenty-five (25) feet. The height limitations of this ordinance shall not apply to church spires, belfries, cupolas and domes not intended for human occupancy; nor to monuments, water towers, transmissions towers, chimneys, flag poles, radio or television towers or aerials.
- (2) House a greater number of families or occupy a smaller lot area per family as herein required; or
- (3) Have narrower or smaller front or side yards than are herein required.
- (4) The building inspector may grant a variance of one (1) foot in cases where in his judgment the intent of this ordinance is not altered. (Ord. No. 296, 9-2-80)

Sec. 503. Lot size and occupancy.

No lot, even though it may consist of one (1) or more adjacent lots in the same ownership at the time of passage of this ordinance, shall be reduced in size so that lot width or size of yards or lot area per family or any other requirements of this ordinance is not maintained. This section shall not apply when a portion of a lot is acquired for a public purpose.

Sec. 504. Yards and other spaces.

No part of a yard or other open space or the off-street parking or loading space required about any building for the purpose of complying with the provisions of this ordinance shall be included as a part of the yard or off-street parking or loading space required for another building.

LAND DEVELOPMENT CODE

CITY OF
MOUNT DORA, FLORIDA

Adopted July 7, 1987

Prepared By
Glatting Lopez Kercher Anglin, Inc.

Published By



MUNICIPAL CODE CORPORATION

Tallahassee, Florida

1988

§ 3.5

MOUNT DORA—LAND DEVELOPMENT CODE

3.5.3 *Measurement of Setbacks:* Setbacks shall be measured on a perpendicular to the property line to the first vertical plane which intersects any portion of the structure other than a nominal roof overhang.

3.5.4 *Location of Accessory Buildings and Uses in Residential Areas:*

1. When an accessory building is attached to a main structure by a breezeway, passage or otherwise, it shall comply with setback requirements of the main building.
2. A detached accessory building, also a garage apartment, shall not be closer than five (5) feet to a lot line; accessory buildings shall not exceed six hundred (600) square feet.
3. In any residential area, no commercial kennels nor any livestock or fowl may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animals or fowl be permitted.

3.5.5 *Yards:*

1. Every part of a required yard shall be open from its lowest point to the sky, unobstructed, except that the overhang or eaves may project thirty (30) inches into the setback.
2. On all lots, the required front yard setback shall be provided from any adjacent right-of-way.
3. Whenever a lot abuts an alley, one-half of the alley width may be considered as a portion of the required rear yard.
4. An open, unroofed porch or paved terrace may project into a required front yard for a distance not exceeding ten (10) feet; a waiver may be requested to exceed the ten (10) feet.

3.5.6 *Height:* Building heights may exceed thirty-five (35) feet (provided the applicant pays for necessary fire equipment and personnel), except within one hundred (100) feet of Lake Dora and in other cases where scenic views would be destroyed. Chimneys, water, fire, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, flag poles, parapet walls, and similar structures and their necessary mechanical

TAB 2

From: [Thomas Pauls](#)
To: [Sandersfeld, Vince](#)
Cc: [Burnham, Jessica](#)
Subject: Re: Request for summary of certain past variance applications
Date: Wednesday, December 8, 2021 5:03:16 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Thank you, Vince. I will review the information you provided.

By copy to Ms. Burnham, I'm requesting that our correspondence be entered as part of the Building Height Advisory Committee record.

All the best,
Tom Pauls

On Wed, Dec 8, 2021 at 2:24 PM Sandersfeld, Vince <sandersfeldv@ci.mount-dora.fl.us> wrote:

Hi Tom,

Your inquiry has been forwarded to the Planning and Development Department. You may recall I provided the single height variance case on page 8 (Shadow Harbor) – see attached. The variance folder attached. I did find condo doc and included that do as well. You will have to go old school as the attached land use map (1993) appears to be “zipatone” (the memories of map making in the 1990s!) That’s all we have on file. Vince

Vince Sandersfeld

Planning Director

City of Mount Dora

Planning & Development Dept.

510 N. Baker Street

Mount Dora, FL 32757

Phone: 352-735-7112

From: Burnham, Jessica <burnhamj@ci.mount-dora.fl.us>
Sent: Wednesday, December 8, 2021 2:05 PM
To: Sandersfeld, Vince <sandersfeldv@ci.mount-dora.fl.us>
Subject: FW: Request for summary of certain past variance applications

From: Thomas Pauls <tcpauls@gmail.com>
Sent: Friday, December 3, 2021 9:50 PM
To: Burnham, Jessica <burnhamj@ci.mount-dora.fl.us>
Subject: Request for summary of certain past variance applications

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Good morning Ms. Burnham,

I am a member of the City's Building Height Advisory Committee and would like to request certain information regarding variance applications. If available, I would like to obtain a summary list of past building height variance applications that were filed and received final action for non-residential properties within the Mount Dora Historic District. The data I seek regarding each of these sites include the property address, the existing land use at the time of the application, the dimensional request and the City's final disposition concerning the application.

As a retired city planner, I would be more than willing, if the city concurs, to conduct this research with appropriate guidance from the Department of Planning and Development in order to ease the administrative burden of this request.

The results of this effort would be transmitted to the City Clerk's office and become part of the findings of fact to be disseminated to all committee members and other appropriate entities in a timely fashion.

I am available if you wish to discuss further.

Thank you.

Sincerely,

Tom Pauls, AICP

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution, is prohibited. If you are not the intended recipient, contact the sender by replying to the e-mail and destroy all copies of the original message.

PUBLIC RECORDS NOTICE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Per FLORIDA STATUTE SECTION 119.12: Public record requests to inspect or copy public records may be made to the city's custodian of public records, City Clerk Jessica Burnham, at: 510 N. Baker Street, Mount Dora, Florida 32757, or via email to: burnhamj@ci.mount-dora.fl.us or via telephone at: (352)735-7126. Per Florida Statute 119.12, if you wish to assert that you were denied access to inspect or copy a public record, you must provide a written notice to the city's custodian of records, identifying it as a public records request, at least five business days before filing a civil action. The notice period begins on the day the written notice of the request is received by the custodian of public records, excluding Saturday, Sunday, and legal holidays, and runs until 5 business days have elapsed. The contact information for the agency's custodian of public records is posted in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website.

other zoning classifications or districts shall not be considered grounds for the authorization of a variance.

- 3) Planning staff has researched zoning archive records and found one site was granted a building height variance in 1992:

Shadow Harbor - Variance Lake Dora Frontage
4th Avenue & McDonald
From 25 feet (*Lake Dora Frontage*) to 35 feet
PZC Approved on August 11, 1992

3.4.5 Planned Units Developments (PUD)

A Planned Unit Development (PUD) zoning district is established to provide for an innovative development often times including mixed zoning classifications, densities, and uses under a common classification. It is not subject to standard zoning requirements, however PUDs often use the Zoning Ordinance as a foundation and must not violate the general purposes, goals, and objectives of the Land Development Code and the City's Comprehensive Plan. Minimum PUD site area is five (5) acres, except for PUDs located in both CRA and NE-CRA the minimum site area is one (1) acre.

The following PUD projects have been approved with building heights greater than 35 feet:

PUD Name	Building Height (maximum)	Action	Date
Donnelly Woods Multi-Family	45' (3-stories)	Ord #2020-02	05-05-2020
Eudora Reserve Apartments	37'	Ord #2020-13	08-18-2020
Mount Dora Christian Academy	50' (min. 75 feet setback)	Ord #797	10-02-2001
Waterman Village	60'	Ord #2018-08	07-31-2018

3.5.7.2 Nonconforming structures.

A nonconforming structure is a structure that complied with zoning and development regulations at the time it was built but which, because of subsequent changes to the zoning and/or development regulations, no longer fully complies with those regulations. In terms of building heights, there are several existing commercial buildings, particular to the downtown area, which exceed the 35 feet building height limitation. Examples shown in Section 3 of the report.

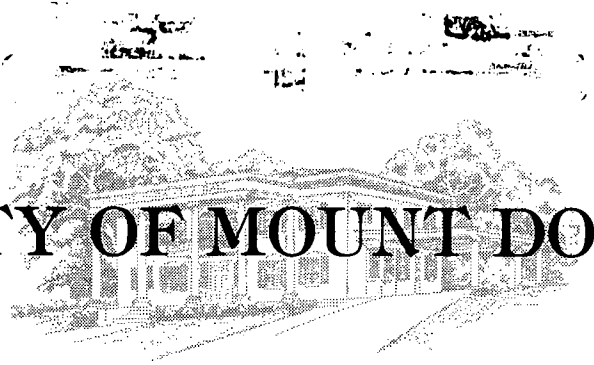
Nonconforming structures may remain provided that:

- 1) Enlargement, increase, intensification, alteration. A nonconforming structure may be enlarged, intensified, increased in height, or extended to occupy a greater area of land or water than was occupied at the effective date of adoption or amendments of these zoning regulations provided that the enlargement, intensification, increase in height, alteration or extension is consistent with all applicable codes and regulations.

Shawdaa Harbor Variance

McDonald st

07-10-92



CITY OF MOUNT DORA

STAFF RECOMMENDATIONS

REQUEST FOR VARIANCES TO THE MOUNT DORA LAND DEVELOPMENT CODE FOR THE PROPOSED SHADOW HARBOR DEVELOPMENT.

APPLICANT: CHEEK & GISSY LTD.,/LAND PLANNING GROUP.

August 11, 1992

Staff recommends that the Board of Adjustment utilize the criteria as outlined in Section 2.6.1 of the Land Development Code to evaluate the request for a variance to the buffer requirement.

Staff recommends the request for a variance from the height requirement be granted to the applicant provided that residential sprinklers be provided on all floors of the three story buildings; the driveways be widened to provide adequate access for emergency vehicles; adequate turning radius be provided to accommodate a future aerial unit.

Board of Adjustments

August 11, 1992

The meeting was called to order by Jean Karr, chairman, at 5:05 p.m.

Members of the board present were: Jane Kramer, Don Miller, and D.R. Davis. Also present were JoAnn Ricci, Community Development Director, Gary Cooney, city attorney, and Diana Sanders, recording secretary. Queen McNair was absent from the meeting due to illness.

Jean Karr made a correction of page 2 of the last meeting's minutes regarding the Council of 50. "of" should replace "over".

Jane Kramer made a motion to "approve the minutes of the June 9, 1992 meeting with the correction". D.R. Davis seconded the motion. The motion passed unanimously.

Jean Karr announced the Shadow Harbor case for consideration of a buffer and height variance. The following people, who wished to speak, were sworn in by Gary Cooney. Claire Avery, resident; Robert Wild, resident; Ruth Finnucan, resident; Diane Cheek, resident; Alan Cheek, owner and developer of the proposed project; Rob Johnson, project architect; Tim Greene and Greg Biliveau, Land Planning Group representatives; Ted Wicks, Wick's Engineering; Lucy Humell and Adrian Lowe, marketers with Dave Lowe Realty; and Mary Beth Pullham, developer's attorney.

The above mentioned were informed by the Board that they must give a 5 day notice, to allow equal opportunity to the staff and the applicant, in order to speak objections. If they have an objection of standing and did not give a notice the board has the power to decide on whether to allow the person to speak or not.

Ms. Ricci, sworn in by Gary Cooney, presented the variance issues requested by the applicant. She stated that, prior to submission of the formal application, an informal application was discussed at the Development Review Committee meeting held July 29, 1992. She stated that the applicant requested a variance from all buffer requirements. The buffer requirements in C-2 are a 10 foot buffer along the perimeter of the property with an additional 10 feet of buffer for each building story above the first story. In this case the total buffer required would be 30 feet. Since there is a six foot wall remaining that eliminates 10 feet of buffer leaving 20 feet. She also stated a request for a variance from the requirement limiting the height of buildings within 100 feet of Lake Dora to 25 feet. The applicant desires to build three story structures along Lake Dora 35 feet in height. Ms. Ricci informed the Board that the Development Review Committee told the applicant that a recommendation would be made if the following changes were made: residential sprinklers to be installed, a better access area for fire and police, and a better turning radius to be provided. There was also a variance of density but that issue will be handled by the Planning and Zoning Commission and the Comprehensive Plan.

Jean Karr stated that condominiums are not consistent under C-2 zoning. She was informed that C-2 allows dwellings but does not specify where they are to be, separate or above commercial buildings.

Ms. Ricci handed out a list of the adjacent landowners of the proposed development, who were objecting to the variances.

Robert Wild, Herb Miller and the business 40 West Gay Partnership stated that they oppose the height of the project. Mr. Wild and 40 West Gay Partnership feel it will obstruct the view and it doesn't tie into the character of Mount Dora; they were also concerned about the density.

Harlow Middleton opposed the project if marketing was going to be restricted to elderly. It was stated that the project is marketed to anyone.

Lucy Humell, marketer for Dave Lowe Realty, likes the idea. She stated that with her interaction with buyers that this project is wonderful and will raise property values. It was stated that Dave Lowe Realty would be marketing the completed project. Claire Avery and Carl Lau, licensed real estate brokers, commented that they could not think of a better project for the property.

Mary Beth Pullham, developer's attorney, presented the case. She asked the Board to look at paragraph 10 in the application stating three issues concerning height, buffer, and setbacks.

Ms. Ricci stated that since there is no setback requirement that the City chose not to argue the issue.

Jean Karr questioned the parking and how close to McDonald Street it was. She was informed that the garages would be under the houses. She also wanted to know about the old garages. The Board was informed by the developer, that the old garages would be torn down, redesigned, and replaced. She also wanted to know about the existing retention pond that was too close to the Yacht Club and was told that it could be replaced. Her last question concerned the tree and if it was possible to save it.

Tim Greene commented that the undeveloped site does not provide adjacent landowners with a view. He stated that the variance from buffers would give more of a view because the new development would create a "scene for the area". He mentioned that landscape buffers between the buildings would diminish the view.

Alan Cheek commented that he had unanimous approval, from the Development Review Committee, for the variances. Ms. Ricci informed him that he received a recommendation from the Development Review Committee to grant the variances under certain conditions. He stated that he and the architects have gone through a great deal of time and expense to benefit everyone but they keep getting turned down. He commented that he would like a decision as soon as possible.

Don Miller made a motion to "grant a maximum of 35 feet height variance from current ground levels, with the conditions stated by the Development Review Committee that sprinklers are installed on all floors, the driveways will be

widened to provide adequate access for emergency vehicles, and an adequate turning radius will be provided to accomodate an aerial unit". Jane Kramer seconded the motion and it passed unanimously.

Don Miller then made a motion to "relieve the developer of any buffer requirements". Jane Kramer seconded the motion and it passed with a vote of 3-1 with D.R. Davis opposing it.

Discussion ended on the Shadow Harbor case.

Ms. Ricci began the discussion regarding the Edward Brooks III case. She commented that he was granted conditional use on his property on 1503 North Donnelly Street but could not find his documentation of approval. He would like another because he plans to rent to another business. Ms. Ricci commented that nothing would change except there would be less traffic because the only traffic would be from the employees working in the building.

Jean Karr informed the Board that she did have a documentation that a "conditional use permit was given" to Don Platt, March 13, 1990.

A motion was made by Don Miller to "grant the conditional use again". D.R. Davis seconded the motion and it passed unanimously.

Discussion ended regarding the Edward Brooks III case.

A motion was made to "adjourn" by Don Miller, seconded by Jane Kramer, and passed unanimously.

John B. Kade, Chairman

President of the Board

Attest:

(City Liaison)

T. KEITH HALL

LAKE COUNTY TAX COLLECTOR

1991 *Reminder* REAL EST

2870958.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3119270250-000-00000		105,600		105,600	00MD

LAKE DORA SHORES
LIMITED PARTNERSHIP
2201 WILSON BLVD
ARLINGTON VA

22201

31-19-27
MOUNT DORA, SHADOW HARBOUR
CONDOMINIUM LESS UNITS 101, 102,
103, 201, 202, 203

PLEASE PAY IN U.S. FUNDS TO T. KEITH HALL TAX COLLECTOR • P.O. BOX 327, TAVARES, FL 32778-0327

IF PAID BY	Mar 31 1992	May 28 1992		CERTIFICATE	IS SOLD
PLEASE PAY	2,386.56	2,458.16		MAY	29 1992

Paid 04/24/92 Receipt #3014091.0001

\$2,458.16

RETURN WITH PAYMENT

T. KEITH HALL
LAKE COUNTY TAX COLLECTOR

1991 *Reminder* REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2870958.0000

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3119270250-000-00000		105,600		105,600	00MD

LAKE DORA SHORES
LIMITED PARTNERSHIP
2201 WILSON BLVD
ARLINGTON VA

22201

31-19-27
MOUNT DORA, SHADOW HARBOUR
CONDOMINIUM LESS UNITS 101, 102,
103, 201, 202, 203

PLEASE PAY IN U.S. FUNDS TO T. KEITH HALL TAX COLLECTOR • P.O. BOX 327, TAVARES, FL 32778-0327

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PLEASE PAY	2,386.56	2,458.16		MAY	29 1992

Paid 04/24/92 Receipt #3014091.0001

\$2,458.16

RETAIN THIS PORTION

If you have sold any of the property assessed to you, PLEASE FORWARD THE "TAX NOTICE-RECEIPT" TO THE NEW OWNERS OR RETURN TO SENDER. Please verify description of property. If any errors are found on this "Tax Notice-Receipt" notify the PUBLIC APPRAISER as soon as possible. This "Tax Notice-Receipt" covers taxes for the calendar year as described hereon.

Please mail or bring the "Tax Notice-Receipt" with your remittance, and PLEASE DO NOT STAPLE, TEAR, FOLD, DETACH OR WRITE on same. The Law provides the following schedule of discounts which have been computed for you:

4% if paid in November

3% if paid in December

2% if paid in January

1% if paid in February

IF PAID BY MAIL, DISCOUNTS ARE DETERMINED BY POSTMARK.

Taxes are due November 1 and become delinquent April 1, at which time the law imposes the following penalties:

REAL ESTATE - 3% plus advertising

PERSONAL PROPERTY - 1½% per month plus penalty, advertising and fees

THE AMOUNT OF INTEREST PENALTIES ARE DETERMINED WHEN PAYMENT IS RECEIVED IN OUR OFFICE.

Tax Sales Certificates will be sold on all unpaid real estate items on or before June 1st. Tax Warrants will be issued on all unpaid personal property taxes pursuant to Chapter 197, F.S.

This "Tax Notice-Receipt" becomes a receipt only when validated by the collector's office and the actual transfer of funds is completed.

SHADOW HARBOR

LEGAL DESCRIPTION

Lots 1 through 11, inclusive, Block 6, according to the plat of Enoch J. Tompkins Subdivision, in the City of Mount Dora, Florida, Section 31, Township 19 South, Range 27 East, as recorded in Plat Book 5, Page 7, Public Records of Lake County, Florida, all being further described as follows: Begin at the northeast corner of the aforesaid Lot 11 and run thence South 00 degrees 20' 00" East, along the east lines of Lots 1 through 11, a distance of 271.81 feet, to the southeast corner of said Lot 1: thence South 89 degrees, 40' 00" West along the south line of said Lot 1, a distance of 110.05 feet, to a point on a seawall, said seawall being along and with the waters of Lake Dora; thence northwesterly, along said seawall, the following bearings and distances: North 15 degrees 30' 00"; thence leaving said seawall run North 89 degrees 41' 00" East, along said north line of Lot 11, a distance of 197.28 feet, to the point of beginning and point of terminus, together with any and all riparian rights appurtenant thereto. Subject to easements of record. (containing 41,988 square feet)

(h) At the first meeting following appointment, the commission shall elect one (1) of its members as chairman. The quorum for any meeting of the commission shall be a majority of its members.

(i) Members of the commission shall serve without compensation or honorarium, but shall be entitled to receive reimbursement for per diem and travel expenses for attendance at meetings or conferences outside the City of Mount Dora, provided that prior approval in writing is given by the city manager.

2.6.1 *Powers and Duties:* The board of adjustment shall have the following powers and duties:

1. To hear and decide conditional uses as the board of adjustment is specifically authorized to pass on under the terms of Chapter III, Zoning Regulations; to decide such questions as are involved in determining when conditional uses should be granted; to grant conditional uses with appropriate conditions and safeguards; or to deny conditional uses when not in harmony with the purpose and intent of the zoning chapter. After review of an application and a public hearing thereon, with due public notice, the board of adjustment may allow conditional uses only upon a determination that use requested:

- a. Is not detrimental to the character of the area or inconsistent with trends of development in the area;
- b. Does not have an unduly adverse effect on existing traffic patterns, movements and intensity; and
- c. Is consistent with the Comprehensive Plan. In granting any conditional use the board shall find that such grant will not adversely affect the public interest.

2. To authorize, upon appeal, such waivers from the terms of the zoning chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from such terms, the board of adjustment must find:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved

and which are not applicable to other lands, structures or buildings in the same zoning district; such conditions may include, but are not limited to, topography, preservation of vegetation, access, vehicular and pedestrian safety and preservation of scenic views;

- b. That the special conditions and circumstances do not result from the actions of the applicant;
- c. That granting the waiver requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings or structures in the same zoning district;
- d. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;
- e. That the waiver granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
- f. That the grant of the waiver will be in harmony with the general intent and purpose of the Code and Comprehensive Plan, will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

2.6.2 *Conditions:* In granting any waiver, the board of adjustment may prescribe appropriate conditions and safeguards. Any violation of those conditions and safeguards shall be deemed a violation of this Code. The board of adjustment may prescribe a reasonable time limit within which the action for which the waiver is required shall be begun, completed or both.

2.6.3 *Limitation on Power:* Under no circumstances shall the board of adjustment grant a waiver to permit a use not generally or by special exception permitted in the zoning district involved, or any use expressly or by implication prohibited by the terms of the Code in said zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning classifications or district, and no permitted use of lands, structures or buildings in other zoning classifications or districts shall be considered grounds for the authorization of a waiver.

(Ord. No. 522, § 3, 8-1-89)



CITY OF MOUNT DORA

AGENDA

FOR THE REGULAR BOARD OF ADJUSTMENT MEETING
OF THE CITY OF MOUNT DORA, FLORIDA
DOWNTOWN COMMUNITY BUILDING
520 BAKER STREET - MOUNT DORA, FLORIDA
August 11, 1992 - 5:00 P.M.

1. Call to Order
2. Roll Call
3. Approval of the minutes of the June 9, 1992 meeting.
4. Old Business
5. New Business
 - A. Consideration of a request for a variance to Section 6.6.2 (3) and Section 3.4.7 (5) of the Mount Dora Land Development Code for the proposed Shadow Harbor development to be located at Fourth Avenue and McDonald Street.
6. Other Business
7. Adjournment

"If any person decides to appeal any decisions made at this meeting, with respect to any matter considered at this meeting, such person will need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is to be based."

BOARD OF ADJUSTMENT MEETING
MINUTES OF JUNE 9, 1992
5:00 P.M

The regular meeting of the Board of Adjustment was called to order at 5:00 p.m. with the following members present: Jean Karr, Queen McNair, Jane Kramer and D.R. Davis. Also present was Gary Cooney, City Attorney, Joann Ricci, Community Development Director, Sharon Farrell, Community Development Planner, and Layna Bishop, Recording Secretary.

A motion was made by Jane Kramer to approve the minutes for May 12th, seconded by D.R. Davis. The motion passed unanimously.

The first item for consideration was the request for a conditional use permit for a home occupation by Mr. Michael J. Price. Mr. Price was present and stated that he resides at 2000 Sunset Road and wants to be a writer. He is attempting to make a reduction in his career making a path toward his retirement. A motion was made by D.R. Davis to approve the conditional use permit subject to the staff recommendations. The motion was seconded by Queen McNair and passed unanimously.

The next item for consideration was the request for a conditional use permit by Natural Edge Environmental Corporation for fertilizer blending and packaging plant. Mr. Dick Campbell, agent and principle for Natural Edge stated that they want to take over the existing vacant fertilizing plant, clean it up and convert to a natural organic plant - humate. He advised that the material will come into the plant untreated, the material will go through a process of adding materials which will activate it making it soluble and usable by a plant. It does not contain heavy metals and does not have an odor. Mr. Campbell advised that testing is currently being done in Canada in which the material is being ingested by humans with the hopes of increasing the immune system. He stated that the material is presently being used in Europe for stomach acids.

Mr. Campbell commented that the material is already marketed to agricultural interest and golf courses as a turf builder. It is also available to homeowners.

Jean Karr requested that the staff recommendations pertaining to the public safety conditions to submit fire alarm plans, sprinkler system plans, and copies of the site inspections in relation to environmental concerns, be amended to include submitted for approval.

Jane Kramer expressed concern regarding traffic impact. Mr. Campbell advised that the materials will be brought in by rail car and will go out by 18 wheelers, and should not create more traffic than the previous fertilizer company.

Jane Kramer made a motion to approve the conditional use permit subject to staff recommendations. Seconded by D.R. Davis. The motion passed unanimously.

Jean Karr requested that the staff recommendations be included with the minutes. Sharon Farrell informed the committee that a copy of the staff recommendations are included in the minute book with the minutes.

A motion was made by D.R. Davis to adjourn the meeting at 5:18 p.m.

Jane Kramer stated that Joann Ricci spoke at the Council over 50 meeting and commended her and felt that she was a great asset to the city.

Queen McNair seconded the motion to adjourn.

The meeting was called back to order at 5:19 p.m. to allow Mr. Larry Lewis approach the board regarding the Natural Edge request.

Mr. Larry Lewis stated that he was there on behalf of Mr. Michael Matheson, an adjoining property owner. He asked if the main fertilizer building would be demolished, and if so requested that precautions be taken to prevent materials from being blown onto Mr. Matheson's property. Mr. Campbell advised that it was not.

Mr. Lewis inquired on the number of employees. Mr. Campbell stated that the first year will have nine and by year three, they should have up to 20. Employees will work days, the hours 8:00 to 5:00 p.m.

Mr. Campbell stated that the material is not a fertilizer, but a plant growth activator which is a natural material whereas a fertilizer can be chemical.

Mr. Lewis stated that he was happy that someone was taking over the building and he was pleased with the direction the board and staff have taken.

A motion was made by D.R. Davis and seconded by Jane Kramer the board adjourned at 5:30 p.m.

adj69

**APPLICATION FOR VARIANCE
CITY OF MOUNT DORA**

(please type or print)

FILE# _____
FEE _____

1. Applicant's Name The Land Planning Group, Inc.
Address 1755 US Hwy. 441, West Mount Dora, FL 32757
Telephone Number (904) 383-1444
2. Owner's Name Lake Dora Shores Limited Partnership
Address 2201 Wilson Blvd. Arlington, VA 22201
Telephone Number _____
3. Property Address McDonald Street
4. The property is generally located in the vicinity of the following streets: 4th Street and McDonald Street
5. Area of property 41,988 Sq. Ft. .96 Acres
6. Does property have or will have the following:
Central water & sewer X well & septic tank _____
7. Existing zoning is R-3: project will be reviewed under C-2
8. Number of existing structures on the property and the present use of those structures and of the property. 6 condominium units
9. The property is proposed to be used for 8 additional dwelling units
10. A variance is requested to Section 6.6.2, Subsection 3 and Paragraph a, of the Zoning Ordinance to allow rear setbacks of 19 feet (minimum); deletion of required 10' landscape buffer; and maximum building height of 35'. See note.
11. A site plan prepared in accordance with submittal requirements shown on pages 5,6,7 of this application is herewith attached, if applicable.
X yes _____ no
12. State the reasons or basis for this variance request 1) setbacks - lot narrows in depth at location of proposed buildings; 2) buffer - lot is below street level with wall along perimeter existing buildings are on property line; 3) maximum building height - requested height is compatible with existing buildings height and, due to elevation of site, proposed buildings will not exceed 25' from street level; and 4) density - see note below.
13. Has any previous application been filed within the last year in connection with this property? _____ yes X no. If yes, briefly describe the nature _____
14. The exact legal description of the property being petitioned is as follows.
See attached.

With written permission of the city and in full compliance with the Land Development Code, the buffer may include a stormwater retention area/or septic tank.

3. *Required buffer widths.* Requirements for buffers are based on the intensity of the proposed development or use, and the use which is developed or designated on all adjacent properties. In order to determine the type of buffer required for a proposed use, the following procedure shall apply:
 - a. Identify the zoning classification of the site and all adjacent properties.
 - b. Refer to Table VI-1 and/or Table VI-2 for the buffer type required on each boundary.
 - c. Refer to buffer type description.
 - d. An additional ten (10) feet of buffer width shall be required for each story of the proposed building above the first story.
 - e. The total required buffer width may be reduced by up to ten (10) feet and the number of required planting materials may be reduced by twenty percent (20%) if a six-foot-high brick wall is installed as a part of the buffer.
4. *Buffer type description.* Each buffer type shall contain the materials described as follows, with the remainder of each buffer area landscaped with grass, ground cover or other landscape treatment:
 - a. Buffer Type A:
 - (1) Minimum average width—twenty-five (25) feet.
 - (2) Required materials: Landscaping—For each one hundred (100) linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this section:
 - Three (3) canopy trees.
 - Five (5) understory trees.
 - Fifteen (15) shrubs.
 - b. Buffer Type B:
 - (1) Minimum average width—thirty (30) feet.

5. be reviewed by the design review committee, which may adopt more stringent standards than those contained herein.

- a. Minimum building setbacks—Buildings shall be set back from property lines consistent with existing adjacent or nearby buildings so as to provide ~~a uniform frontage and spacing~~ without blocking reasonable visibility of existing buildings.
- b. Maximum building heights—thirty-five (35) feet. Within one hundred feet of Lake Dora—twenty-five (25) feet.
- c. Minimum street frontage—No minimum; provided, that building and fire codes can be met and necessary service areas can be provided.
- d. Parking spaces required in Section 6.5 will be provided. However, where it can be demonstrated that a business is operating from an existing building on property that is now exempt from the current off-street parking requirements and further that the land on which the building is situated could not provide an additional area or areas upon which an adequate amount of off-street parking could be constructed for that business, then said business shall, in lieu of providing parking spaces, make payment to a city fund for the provision of parking in the area. Payment to the fund shall be based on a sum equivalent to the estimated, normal, current cost to the city of providing required parking spaces, including the cost of the land on which it is constructed to serve the current use of the property. Any off-street parking fee established in this manner shall run with the land, and any subsequent changes of use that require more parking shall require subsequent action to satisfy the additional parking requirement. No refund of such payment shall be made when there is a change of use requiring less off-street parking.

The amount of payment shall be computed for each property and its current use based on the zoning requirements that are currently in effect within the City of Mount Dora. The total payments in each case will be due over a period of ten (10) years with one-tenth of

plan is due pursuant to s. 163.3167(2) may notify the state land planning agency that it shall complete its evaluation and appraisal report in accordance with this section at the time specified or provided for submission of a revised comprehensive plan in compliance with this part. Upon such notification, the state land planning agency shall extend any due dates established pursuant to subsection (1).

History.—s. 11, ch. 75-257; s. 10, ch. 85-55; s. 11, ch. 86-191.

163.3194 Legal status of comprehensive plan.—

(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(b) All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

(2) After a comprehensive plan for the area, or element or portion thereof, is adopted by the governing body, no land development regulation, land development code, or amendment thereto shall be adopted by the governing body until such regulation, code, or amendment has been referred either to the local planning agency or to a separate land development regulation commission created pursuant to local ordinance, or to both, for review and recommendation as to the relationship of such proposal to the adopted comprehensive plan, or element or portion thereof. Said recommendation shall be made within a reasonable time, but no later than within 2 months after the time of reference. If a recommendation is not made within the time provided, then the governing body may act on the adoption.

(3)(a) A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(b) A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(4)(a) A court, in reviewing local governmental action or development regulations under this act, may consider, among other things, the reasonableness of the comprehensive plan, or element or elements thereof relating to the issue justiciably raised or the appropriateness and completeness of the comprehensive plan, or element or elements thereof, in relation to the governmental action or development regulation under consideration. The court may consider the relationship of the comprehensive plan, or element or elements thereof, to the governmental action taken or the development regulation involved in litigation, but private property shall not be taken without due process of law and the payment of just compensation.

(b) It is the intent of this act that the comprehensive plan set general guidelines and principles concerning its purposes and contents and that this act shall be construed broadly to accomplish its stated purposes and objectives.

(5) The tax-exempt status of lands classified as agricultural under s. 193.461 shall not be affected by any comprehensive plan adopted under this act as long as the land meets the criteria set forth in s. 193.461.

History.—s. 12, ch. 75-257; s. 1, ch. 77-174; s. 2, ch. 77-223; s. 12, ch. 80-328; s. 69, ch. 81-259; s. 11, ch. 85-55.

163.3197 Legal status of prior comprehensive plan.

Where, prior to the adoption of a revised plan pursuant to s. 163.3167(2), a local government had adopted a comprehensive plan, or element or portion thereof, such adopted plan, or element or portion thereof, shall have such force and effect as it had at the date of adoption until a new comprehensive plan, or element or portion thereof, is adopted by or for such local government pursuant to the provisions of this act. The prior adopted plan, or element or portion thereof, may be the basis for meeting the requirement of comprehensive plan adoption set out in this act, provided all requirements of this act are met.

History.—s. 13, ch. 75-257; s. 12, ch. 85-55.

163.3201 Relationship of comprehensive plan to exercise of land development regulatory authority.—

It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act.

History.—s. 14, ch. 75-257; s. 13, ch. 85-55.

163.3202 Land development regulations.

(1) Within 1 year after the adoption of a comprehensive plan for review by each county, each municipality, and each coastal management element, pursuant to s. 163.3177, this state shall adopt development regulations to implement their adopted comprehensive plan.

(2) Local land development regulations shall be specific and detailed to implement the adopted comprehensive plan to a minimum:

(a) Regulate the use of land.

(b) Regulate the use of land in categories include:

(c) Ensure the compatibility of development with open space;

(d) Provide for protection of flood-prone areas; and

(e) Regulate areas of flooding and provide for flood damage prevention;

(f) Ensure the protection of lands designated as environmentally sensitive;

(g) Regulate signage;

(h) Provide that public improvements exceed the standard of the state;

(i) Ensure the availability of these public improvements when needed;

(j) Ensure the availability of these public improvements when needed;

(k) Ensure the availability of these public improvements when needed;

(l) Ensure the availability of these public improvements when needed;

(m) Ensure the availability of these public improvements when needed;

(n) Ensure the availability of these public improvements when needed;

(o) Ensure the availability of these public improvements when needed;

(p) Ensure the availability of these public improvements when needed;

(q) Ensure the availability of these public improvements when needed;

(r) Ensure the availability of these public improvements when needed;

(s) Ensure the availability of these public improvements when needed;

(t) Ensure the availability of these public improvements when needed;

(u) Ensure the availability of these public improvements when needed;

(v) Ensure the availability of these public improvements when needed;

(w) Ensure the availability of these public improvements when needed;

(x) Ensure the availability of these public improvements when needed;

(y) Ensure the availability of these public improvements when needed;

(z) Ensure the availability of these public improvements when needed;

(aa) Ensure the availability of these public improvements when needed;

(ab) Ensure the availability of these public improvements when needed;

(ac) Ensure the availability of these public improvements when needed;

(ad) Ensure the availability of these public improvements when needed;

(ae) Ensure the availability of these public improvements when needed;

(af) Ensure the availability of these public improvements when needed;

(ag) Ensure the availability of these public improvements when needed;



CITY OF MOUNT DORA

MEMORANDUM

TO: Board of Adjustment members

FROM: Sharon O. Farrell, Planner II *sof*

DATE: August 6, 1992

RE: Reference material for Shadow Harbor

For convenience in your review , I am sending the section of the minutes from the Development Review Committee meeting of July 29th; the letter to the Land Planning Group addressing the density of the project dated July 28th; Section 2.6.1 of the Mount Dora Land Development Code.

In addition, a request for a conditional use permit has been added to the agenda, please review the minutes and attached application.

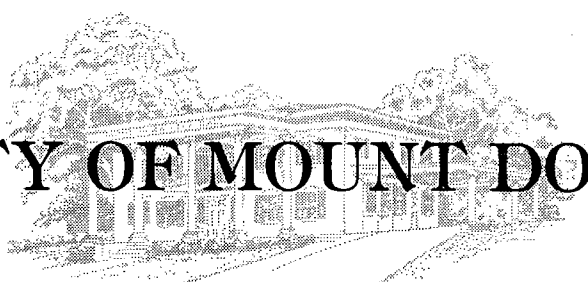


BLUE FILE

Subject SHADOW HARBOUR

Date Sent to file _____

Post-It™ file request pad 7667



CITY OF MOUNT DORA

July 27, 1992

Dear Property Owner;

**RE: Shadow Harbor Project Zoning Variance,
McDonald St. and Fourth Ave.**

Please be advised that the Land Planning Group representing Shadow Harbor Development Project is requesting variances from the City of Mount Dora's Land Development Code Regulation for each of the following:

HEIGHT: The twenty-five (25) foot height requirement for structures located within one-hundred feet of Lake Dora to construct single family units thirty-five (35) feet in height (Zoning Regulations 3.4.7,5,b, page 144).

BUFFERS: The ten (10) foot landscape buffer required on the outer perimeter of the parcel (Design Standards 6.6.2,4,a, page 379).

The Board of Adjustment will consider this request for variances at their August 11, 1992 meeting. The meeting will be held in the Council Chambers of the Community Building 520 Baker Street, Mount Dora, Florida and will be held at 5:00p.m.

You are hereby notified of this meeting and invited to attend or provide any written comments you may have by August 9, 1992.

If you have any questions concerning this matter, please do not hesitate to contact me at (904) 735-7124.

Sincerely,



JoAnn Ricci

Community Development Director

CITY OF MOUNT DORA

POST OFFICE BOX 176
MOUNT DORA, FLORIDA 32757
(904) 735-7100

F A X TRANSMITTAL SHEET

DATE:

7/28/92

TO:

DOTTI KEEDY

FAX NO:

383-3877

FROM:

JOAN RICE

NUMBER OF PAGES (Including this transmittal sheet)

3

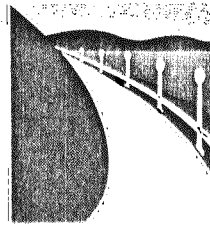
If you have any problems with receipt of this document,
please notify the person identified below:

Operator sending document: _____

Phone No.: _____

FAX NO.: 904-383-4801

**The
Community
Redevelopment
Agency
Mount Dora**



428 Donnelly Street, Suite 3 / P.O. Box 1632 / Mount Dora, Florida 32757 / (904) 735-3353 / Fax (904) 735-3353

MEMORANDUM

TO: Joanne Ricci, Director of Community Development
FROM: Bob Beaugrand,  Exec. Dir. CRA
DATE: July 28, 1992
RE: Shadow Harbor Proposed Development

Please be advised that at the July 23, 1992 meeting of the Downtown Design Review and Historical Preservation Committee, the board unanimously approved the conceptual designs, elevations and color renderings of the above referenced project. Mr. Robert Johnson Jr., Edifice Design Group, and Mr. Tim Green, The Land Planning Group, made the presentation on behalf of the owner.

Review of the project included the following:

- * architectural form and style;
- * texture of exterior materials;
- * patterns and rhythm as the placement and size of windows, doors, balconies, marquees, awnings and roof designs;
- * colors of structures;
- * signage and graphics;
- * and aesthetic exterior lighting.

If you have any questions regarding this review, please don't hesitate to contact me.

RWB



CITY OF MOUNT DORA

POST OFFICE BOX 176
MOUNT DORA, FLORIDA 32757
(904) 735-7100

F A X TRANSMITTAL SHEET

DATE: 7/27/92
TO: GARY LOONEY
FAX NO: 343-5301
FROM: JORDAN

NUMBER OF PAGES (Including this transmittal sheet) 2

If you have any problems with receipt of this document,
please notify the person identified below:

Operator sending document: JORDAN
Phone No.: 735-7124

FAX NO.: 904-383-4801

GARY:

ON FRIDAY I SPOKE WITH DCA REGARDING
DENSITY FOR SHADOW HORROR. I WAS TOLD THAT
COMB ROW CONTROLS HIGHEST DENSITY TO
BE ALLOWED WOULD BE 11.9 DU/A. THERE IS
ALSO A POLICY THAT STATES THAT WE ADOPT
THE STANDARDS. CAN I JUST SAY NO OR
DOES POZ SAY NO? PLEASE CALL DRC IS
WEDNESDAY. PROPERTY NEEDS TO BE POSTED TODAY

II. FUTURE LAND USE ELEMENT

A. PURPOSE

The purpose of this element is to identify the desired future land use for all lands within the City of Mount Dora and the Mount Dora planning area, based on existing land use patterns, natural conditions, compatibility of uses, growth trends, community goals and projected provision of services. This element is implemented through goals, objectives and policies and the various tools identified therein including the enforcement of land development regulations.

11-13

B. STANDARDS

Land use categories are designated for existing land uses and indicate the preferred future uses of all lands in the planning area. Residential densities (DU/acre) are defined in terms of the total number of dwelling units on a parcel divided by the total gross acres of the parcel, subtracting out any water bodies.

1. Low-Density Residential (0.01 to 2.50 DU/acre)

This use is appropriate where urban services are to be kept to a minimum so as to provide areas of semi-rural or suburban character. Central sewer may not be necessary in some of these areas.

2. Medium-Density Residential (2.51 to 6.00 DU/acre)

This use is intended to provide a buffer between low-density residential uses and more intense uses, such as high-density residential or commercial. It is also suitable at major intersections when adequate buffering from the highways can be provided.

% 3. High-Density Residential (6.01 to 11.90 DU/acre)

This use is intended for areas close to major intersections and commercial areas where a slightly higher amount of residential trips can be allowed because they are relatively short due to their proximity to shopping and major roads.

4. Office

This use is intended to provide a transition between residential areas and high traffic corridors, and to provide opportunities for high-quality office parks.

% 5. Commercial

This category is primarily for retail businesses. Areas designated as commercial along US 441/SR 19A are intended for shopping center type development, while downtown commercial areas are intended for shops in keeping with the existing character of downtown.

- g. The standards described in Section II-B are hereby adopted. Land development regulations must be consistent with those standards and all other provisions of this Comprehensive Plan.

5. To ensure the protection of natural resources.

Policies:

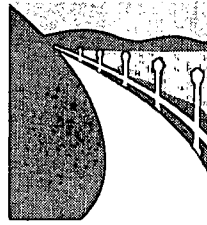
- a. Identify areas of environmental concern on the Future Land Use map as "Conservation" areas consistent with the Conservation Element. This includes mapping of flood prone areas, potable water wellfields and environmentally sensitive lands if they are identified within the planning area; the mapping may occur on the FLU map or within another appropriate element.
- b. Adopt by March 1, 1992, and enforce appropriate development regulations to protect conservation areas and potable water wellfields.
- c. Monitor results through the development review and approval process and provide updates to the Comprehensive Plan and land development regulations every five years.
- d. Coordinate local efforts with any appropriate resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes, and approved by the Governor and Cabinet.

6. To discourage the proliferation of urban sprawl.

Policies:

- a. Through the adoption of this plan and through the subsequent enforcement of development regulations and capital improvements programming, allow only land use patterns and developments that can be efficiently provided with necessary public services under the concurrency management system.
- b. Through the adoption of land development regulations by March 1, 1992, provide development standards that create usable open spaces. This may include such approaches as clustering of development, minimum standards for open space dedication, or payments in lieu of land dedication.
- c. Adopt land development regulations by March 1, 1992 to control strip commercial development through access limitations. Through the adoption of the future land use map herein and through related zoning decisions restrict commercial land uses to intersections of arterials and non-residential collector roads.
- d. Promote the continuation of agricultural uses until such time that conversion to large-scale, well-planned development is

***The
Community
Redevelopment
Agency
Mount Dora***



428 Donnelly Street, Suite 3 / P.O. Box 1632 / Mount Dora, Florida 32757 / (904) 735-3353 / Fax (904) 735-3353

MEMORANDUM

TO: Joanne Ricci, Director of Community Development
FROM: Bob Beaupre,  Exec. Dir. CRA
DATE: July 28, 1992
RE: Shadow Harbor Proposed Development

Please be advised that at the July 23, 1992 meeting of the Downtown Design Review and Historical Preservation Committee, the board unanimously approved the conceptual designs, elevations and color renderings of the above referenced project. Mr. Robert Johnson Jr., Edifice Design Group, and Mr. Tim Green, The Land Planning Group, made the presentation on behalf of the owner.

Review of the project included the following:

- * architectural form and style;
- * texture of exterior materials;
- * patterns and rhythm as the placement and size of windows, doors, balconies, marquees, awnings and roof designs;
- * colors of structures;
- * signage and graphics;
- * and aesthetic exterior lighting.

If you have any questions regarding this review, please don't hesitate to contact me.

RWB



****continued minutes from**
Development Review Committee
July 29, 1992**

Shadow Harbor Development

Consideration of variance request to Section 6.6.2 (3) and Section 3.4.7 (5) of the Mount Dora Land Development Code as requested by the Land Planning Group for the proposed Shadow Harbor development to be located at Fourth Avenue and McDonald Street.

(see attached note)

The applicant, Alan Cheek, was requested to introduce himself and the members of his team to all of the members of the committee. Present were Ted Weeks, Dottie Keedy, David Klutz, Tim Greene, and Rob Johnson, representing Shadow Harbor Development. Ms. Ricci requested clarification regarding the ownership of the property. She noted a discrepancy between the owner listed on the application and the owner listed on the site plan. Mr. Cheek indicated that he and Tim Gissy own the property.

The applicant is requesting two variances from the Provisions of the City of Mount Dora's Land Development Code. They are:

- 1. A variance from all buffer requirements. The buffer requirements in C-2 are a 10 foot buffer along the perimeter of the property with an additional 10 feet of**

buffer for each building story above the first story. In this case the total buffer required would be 30 feet.

2. A variance from the requirement limiting the height of buildings within 100 feet of Lake Dora to 25 feet. The applicant desires to build three story structures along Lake Dora 35 feet in height.

The applicant discussed their desire for these variances for this project by qualifying the request and indicating that this project would capture "the character of Mount Dora." Rob Johnson explained that downtown needed to bring people downtown. A long discussion ensued.

The applicant was asked if a project could be built on the site meeting the requirements for buffers under C-2 zoning.

The applicant reinforced the need for height to provide more green space on the site. The applicant pointed out that there were pockets of green space located between the buildings as shown on the site plan. In addition, the applicant indicated that the six foot wall along the north and east border of the new development area would be retained.

The applicant was asked if a project could be built that would not require the variance to the height limitation.

The applicant indicated that the limitation to height in the code was in response to the condo's on the

hill. The applicant indicated that this was wrong. Mr. Snowberger corrected the applicant by stating that the height limitation made sense for Mount Dora. Mr. Snowberger indicated that there were further concerns regarding the limited access to buildings because they were long and closely spaced. The discussion continued with regard to the above concerns and concerns about driveway access width for emergency vehicles. When the first round of discussion was completed, the applicant was informed of the provisions in the code that allow for variances. Ms. Ricci read Section 2.6.1, 2, e, (p6.4.2) of the code.

A motion for recommendation to the Board of Adjustments was made by Chief Putman "that the variances were excessive and because a project could be built on the site without the need for the variances requested". The motion was seconded by Mr. Snowberger. Discussion followed.

During the discussion the letter (dated July 28, 1992) regarding density written by Ms. Ricci, was addressed by the committee and the applicant. The applicant indicated they would still desire the variances. Another period of discussion occurred following the motion. The motion included exploration of the fire rescue concerns and accessibility to the project. During the discussion, the applicant agreed to provide residential sprinklers on all floors of the three story buildings.

Mr. Greene requested that it be noted in the record that the previous site plan (1983) allowed buildings to build at 35 feet. Mr. Snowberger corrected Mr. Greene as to why the variance was given on the original project and further stated that there have been other projects where such a variance was denied. Discussion continued regarding the concerns for access and fire safety versus views of the lake. It was noted that the views of the lake would be blocked from three units located behind the lakefront units on the site plan. The applicant stated that views of the lake would not be obstructed from the other three units on the site.

Mr. Johnson expressed concern regarding safety of the occupants of the development. He wanted to assure that the occupants would live in safe conditions.

In conclusion, the applicant agreed to provide residential sprinklers all the way through the three story structures.

A vote was taken on the first motion stating that the variances are excessive. The motion failed.

Chief Putman then made a motion "recommending that a variance from height be forwarded to the Board of Adjustments provided that residential sprinklers be provided on all floors of the three story buildings; that the driveways be widened to provide adequate access for emergency vehicles; that adequate turning radius be provided to accomodate an aerial unit-should one be

purchased by the city." The motion was seconded by Mr. Snowberger. The motion was carried by a vote 3-0. Mr. Snell was absent from the discussion and the vote.

Shadow Harbor Development

This application is being reviewed under C-2 because the Future Land Use Map designates the site as commercial. The site is currently zoned R-3. Review under C-2 was an early request by Greg Bileveau of Land Planning Group, representing the applicant, on the basis of the site's designation on the Future Land Use Map and because C-2 offers the greatest flexibility for review. The city's attorney concurred that the Future Land Use Map controls and recommended that the project be reviewed under C-2.



CITY OF MOUNT DORA

July 20, 1992

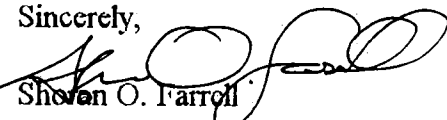
Gissy Check Unl.
347 W. 8th Ave.
Mount Dora, Fl. 32757

Dear Zoning Applicant:

Please be advised that The Development Review Committee will consider your zoning request at their July 29, 1992 meeting. The meeting will be held at City Hall, in the downstairs conference room, Mount Dora, Florida and begins at 10:00 a.m.

The comments from that meeting will be forwarded to the Board of Adjustment at their August 11, 1992 meeting. The meeting will be held in The Council Chambers of the Community Building, 520 Baker Street, Mount Dora Florida and begins at 5:00 p.m.

Sincerely,



Shawn O. Farrell
Community Development

SOF:ea

CITY OF MOUNT DORA

July 20, 1992

Land Planning Group
C/O Ms. Keedy
1755 U.S. New Highway 441 West
Mount Dora, Fl. 32757

Dear Zoning Applicant:

Please be advised that The Development Review Committee will consider your zoning request at their July 29, 1992 meeting. The meeting will be held at City Hall, in the downstairs conference room, Mount Dora, Florida and begins at 10:00 a.m.

The comments from that meeting will be forwarded to the Board of Adjustment at their August 11, 1992 meeting. The meeting will be held in The Council Chambers of the Community Building, 520 Baker Street, Mount Dora Florida and begins at 5:00 p.m.

Sincerely,



Shoran O. Farrell
Community Development

SOF:ea

912816

CITY OF MOUNT DORA
MOUNT DORA, FLORIDA 32757

BUILDING DEPARTMENT

DATE July 8 10 1992

ISSUED BY FARRELL

BD 01336

RECEIVED FROM GISSY 3 CHECK UNLIMITED PHONE (904) 383 - 1444

STREET ADDRESS 347 W. 8th Ave CITY Mt. Dora STATE FL ZIP 32753

IMPACT FEES

ACCOUNT #		DESCRIPTION		AMT. PAID		ACCOUNT #		DESCRIPTION		AMT. PAID	
	001xx3220000		Building Permit				420xx4753000		Water Use Benefit		
	001xx2080100		Radon Trust Fund				420xx4752000		Sewer Use Benefit		
	420xx4741000		Water Meter				112xx3632700		Library Impact		
	410xx4510500		Temp. Electric				113xx3632700		Recreation Impact		
	001xx3412000		Zoning Application Fee	250	00		114xx3632200		Fire/EMS Impact		
							115xx3632200		Police Impact		
							001xx2080200		Road Impact Fees Pay		
	* SHADOW										
	HARBOR										

0103

GISSY AND CHEEK UNLIMITED 051392
347 WEST 8TH AVENUE
MOUNT DORA, FL 32757

63-215/631
BRANCH 131

**PAY
TO THE
ORDER OF.**

OF City of Mount Dora
Two Hundred Fifty

 **SunBank, N.A.**
Mt. Dora Office 131
Mt. Dora, FL 32757
SunService Center (904) 589-4786

7/8/1992

\$ 250.00

DOLLARS



SunBank, N.A.
Mt. Dora Office 131
Mt. Dora, FL 32757
SunService Center (904) 589-4788

FOR variance application request

application request



TRANSMITTAL

Sharon Farrell
Community Development Coordinator
City of Mount Dora
P O Box 176
Mount Dora, FL 32757

Date: July 10, 1992

Project No.: #556/1

SUBJECT: Shadow Harbor Variance Submittal

TRANSMITTED ARE:

- ☒ Attached via: hand delivery
- ☐ Under separate cover via:
- ☒ Drawings/Maps/Photos
- ☐ Report

TRANSMITTED AS CHECKED:

- ☒ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ For your information

NO. OF COPIES	DESCRIPTION
1	Variance application, tax receipt and \$250.00 fee
8	Site plans and supporting documentation

REMARKS: Enclosed are the above referenced documents. If you should need additional information, please do not hesitate to call.

Signed: Dottie Keedy *DJK*

cc: Alan Cheek

The Orlando Sentinel

Published Daily
\$7.52

State of Florida } S.S.
COUNTY OF ORANGE }

Before the undersigned authority personally appeared Tuesday C. Leavitt, who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at TAVARES LAKE in LAKE County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE in the matter of JULY 29, 1992 in the LAKE Court, was published in said newspaper in the issue; of 07/19/92

Affiant further says that the said Orlando Sentinel is a newspaper published at TAVARES LAKE in said LAKE County, Florida, and that the said newspaper has heretofore been continuously published in said LAKE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in TAVARES LAKE in said LAKE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 22 day of July, 19 92, by Tuesday C. Leavitt, who is personally known to me and who did take an oath.

NOEMI R. LUCERO
(SEAL)

Noemi R. Lucero

Notary Public, State of Florida

My commission expires August 28, 1994

Commission # 00042971

PUBLIC NOTICE
NOTICE IS HEREBY GIVEN THAT THE MOUNT DORA RE-DEVELOPMENT REVIEW COMMITTEE WILL CONDUCT A MEETING ON WEDNESDAY, JULY 29, 1992 AT 10:00 A.M. IN THE BASEMENT OF CITY HALL, 510 N. BAKER STREET, MOUNT DORA, FLORIDA 32757. THE PURPOSE OF THIS MEETING IS TO CONSIDER SUBDIVISION FOR PHASE II-1: COUNTRY CLUB OF MOUNT DORA, CONSIDER SUBDIVISION FOR RE-PLAT OF PHASE I COUNTRY CLUB OF MOUNT DORA, CONSIDER VARIANCE REQUEST TO SECTION 6.6.2 (3) AND SECTION 3.4.7 (5) OF THE MOUNT DORA LAND DEVELOPMENT CODE FOR THE PROPOSED SHADOW HARBOR DEVELOPMENT TO BE LOCATED AT FOURTH AVENUE AND McDONALD STREET AND CONSIDER APPROVAL OF SITE PLAN FOR A SINGLE FAMILY CLUSTER DEVELOPMENT TO BE LOCATED AT FOURTH AVENUE AND McDONALD STREET. "IF ANY PERSON DECIDES TO APPEAL ANY DECISIONS MADE AT THIS MEETING, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, SUCH PERSON WILL NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED." DATED POSTED: JULY 15, 1992 POSTED BY: Sharon O. Farrell, Community Development Planner LAK7G64018 JUL 19, 1992

List the owner's names and mailing addresses for all property lying within one square block surrounding the property legally described on page two of this applications, as recorded on the latest Official County Tax Rolls which are located in the office of the Building & Zoning Administrator.

Charles & Marjorie Raney
Name P O Box 4388
Address Akron, OH 44321
City **State** **Zip**

Mabel Moyer, Trustee
Name 343 McDonald Street
Address Mount Dora, FL 32757
City **State** **Zip**

Fairfax Nursing Center, Inc.
Name 10701 Main Street
Address Fairfax, VA 22030
City **State** **Zip**

Paul Odom
Name 705 W. Burleigh Blvd.
Address Tavares, FL 32778
City **State** **Zip**

Eric Shabacker
Name 5021 Eggleston Ave., Suite B
Address Orlando, FL 32804
City **State** **Zip**

Forty West Gay Partnership
Name P O Box 133
Address Essaquan, WA 98027-0133
City **State** **Zip**

Ruth Finucan
Name 360 McDonald Street
Address Mount Dora, FL 32757
City **State** **Zip**

Mount Dora Yacht Club
Name P O Box 876
Address Mount Dora, FL 32757
City **State** **Zip**

HFC Commercial Realty, Inc.
Name 100 S. Alexander Street
Address Mount Dora, FL 32757
City **State** **Zip**

Richard Edgerton
Name P O Box 175
Address Mount Dora, FL 32757
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

OWNER: ALAN CHEEK
CHEEK CONSTRUCTION, INC.
P.O. BOX 690636
ORLANDO, FL. 32869

C-2 ZONING

C/L FOURTH AVENUE

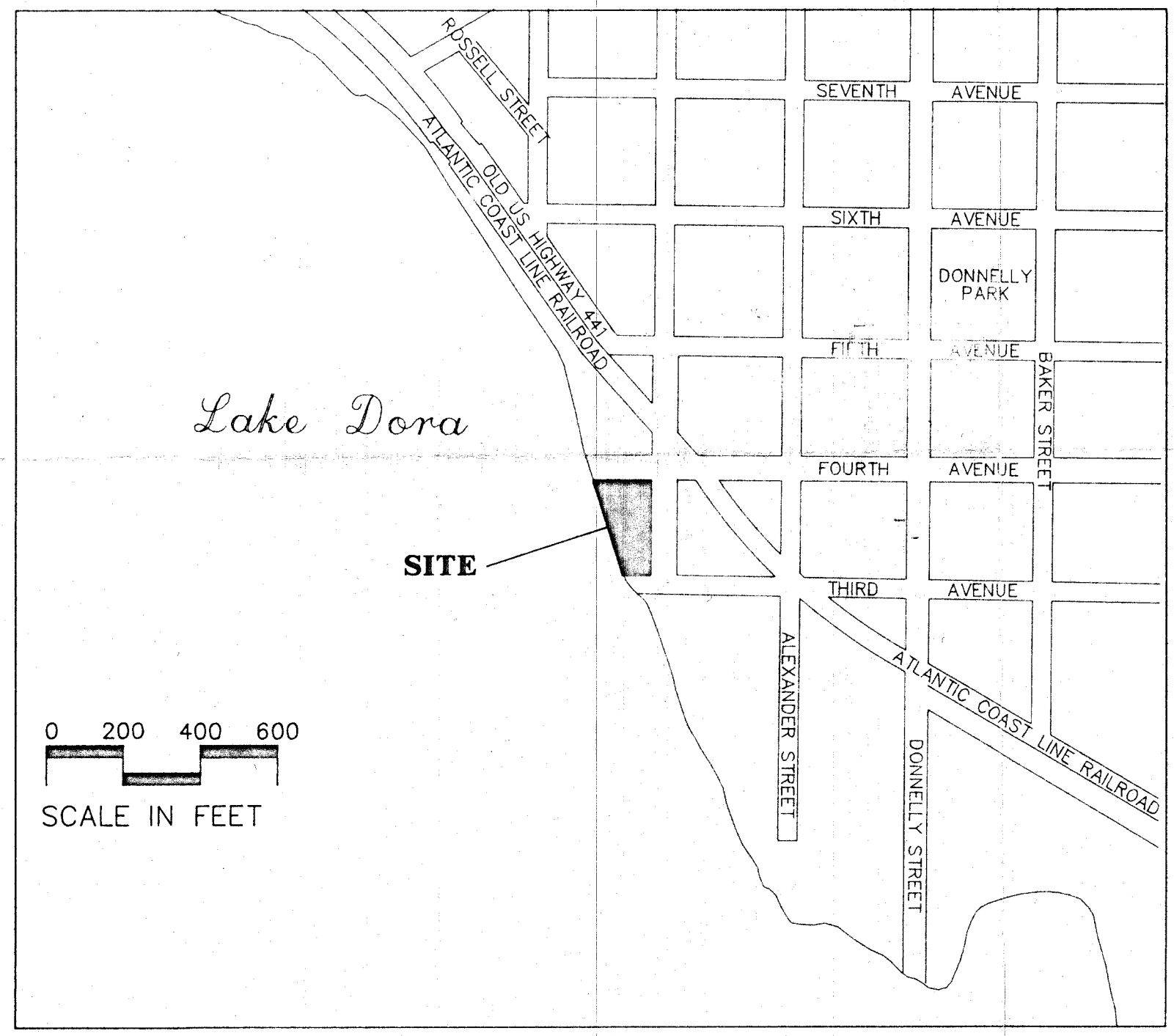
EXISTING WALL (BUFFER)

EXISTING MUNICIPAL DOCK

EXISTING TREE

LAKE DORA

LOCATION MAP



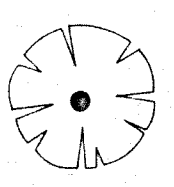
PROPOSED BOARDWALK

EXISTING SEAWALL

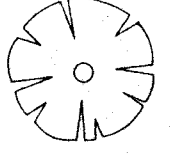
R-3 ZONING

EXISTING SEWER LINE
TO BE RELOCATED

EXISTING DOCK FACILITY



TREES TO BE REMOVED



EXISTING TREES

C-2 ZONING

C/L THIRD AVENUE

R-3 ZONING

C/L McDONALD STREET

NOTES:

SQUARE FOOTAGE OF PROPERTY - 41,988 SQ. FT.
INTENDED USE: 6 3-STORY SINGLE FAMILY DWELLING UNITS (PROPOSED)
2 2-STORY SINGLE FAMILY DWELLING UNITS
PARKING: 2 SPACES PER UNIT (LOCATED IN 2-CAR GARAGE ON FIRST FLOOR)
MAXIMUM BUILDING HEIGHT - 35 FT.
PERCENTAGE OF IMPERVIOUS SURFACE - **53.2% (22339 SQ. FT.)**
TOTAL AREA OF SITE - 41989 SQ. FT.

NOTES: 1. LANDSCAPE PLAN TO BE SUBMITTED ON SEPARATE SHEET.
2. PROJECT ZONED R-3 BUT DESIGNED TO C-2 CRITERIA
PER FUTURE LAND USE MAP.

LEGAL DESCRIPTION

LOTS 1 THRU 11, INCLUSIVE, BLOCK 6, ACCORDING TO THE PLAT OF ENOCH J. TOMPKINS SUBDIVISION, IN THE CITY OF MOUNT DORA, FLORIDA, SECTION 31, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 7., PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE AFORESAID LOT 11 AND RUN THENCE SOUTH 00° 20' 00" EAST, ALONG THE EAST LINES OF LOTS 1 THRU 11, A DISTANCE OF 271.81 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89° 40' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.05 FEET, TO A POINT ON A SEAWALL, SAID SEAWALL BEING ALONG AND WITH THE WATERS OF LAKE DORA; THENCE NORTHWESTERLY, ALONG SAID SEAWALL, THE FOLLOWING BEARINGS AND DISTANCES: NORTH 15° 30' 00"; THENCE LEAVING SAID SEAWALL RUN NORTH 89° 41' 00" EAST, ALONG SAID NORTH LINE OF LOT 11, A DISTANCE OF 197.28 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPURTENANT THERETO. SUBJECT TO EASEMENTS OF RECORD. (CONTAINING 41988 SQUARE FEET).

SITE PLAN

SHADOW HARBOR

Mount Dora, Florida

NOT FOR CONSTRUCTION
SCALE: 1"=20'
REV: 7/9/92
DATE: 5/12/92
FILE #: 556-108

Land Planning Group
1755 U.S. HIGHWAY NEW 441 WEST • (904)385-1444
MOUNT DORA, FLORIDA 32757 • FAX (904)385-3877

**APPLICATION FOR VARIANCE
CITY OF MOUNT DORA**

(please type or print)

FILE# _____
FEE _____

1. Applicant's Name The Land Planning Group, Inc.
Address 1755 US Hwy. 441, West Mount Dora, FL 32757
Telephone Number (904) 383-1444
2. Owner's Name Lake Dora Shores Limited Partnership
Address 2201 Wilson Blvd. Arlington, VA 22201
Telephone Number _____
3. Property Address McDonald Street
4. The property is generally located in the vicinity of the following streets: 4th Street and McDonald Street
5. Area of property 41,988 Sq. Ft. .96 Acres
6. Does property have or will have the following:
Central water & sewer X well & septic tank _____
7. Existing zoning is R-3: project will be reviewed under C-2
8. Number of existing structures on the property and the present use of those structures and of the property. 6 condominium units
9. The property is proposed to be used for 8 additional dwelling units
10. A variance is requested to Section 6:6:2, Subsection 3 and Paragraph a, of the Zoning Ordinance to allow rear setbacks of 19 feet (minimum); deletion of required 10' landscape buffer; and maximum building height of 35'. See note.
11. A site plan prepared in accordance with submittal requirements shown on pages 5,6,7 of this application is herewith attached, if applicable.
X yes _____ no
12. State the reasons or basis for this variance request 1) setbacks - lot narrows in depth at location of proposed buildings; 2) buffer - lot is below street level with wall along perimeter existing buildings are on property line; 3) maximum building height - requested height is compatible with existing buildings height and, due to elevation of site, proposed buildings will not exceed 25' from street level; and 4) density - see note below.
13. Has any previous application been filed within the last year in connection with this property? _____ yes X no. If yes, briefly describe the nature _____
14. The exact legal description of the property being petitioned is as follows
See attached.

NOTE: Requested density is 14 units per acre. There is no maximum density established for C-2. If City staff determines that a variance is necessary, please include this in the request. Reason is original project was approved for 16 units per acre. Reduced density from original plan is proposed, however, more than 11.9 units per acre is requested for compatibility of project's two phases.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LAKE)

Before me, the undersigned authority personally appeared The Land Planning Group, Inc., who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the City of Mount Dora, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Mount Dora, Florida, and are not returnable.

(2) That he desires a variance to the zoning ordinance to allow:
increased height; decreased rear setbacks; no landscape buffers and density
(if staff determines this variance is required).

(3) That the accompanying property owners list is, to the best of his knowledge, a complete and accurate list of owner's names and mailing addresses for all property lying within one square block surrounding the property legally described on page two of this application, as recorded on the latest Official County Tax Rolls.

(4) That the submittal requirements for the application, which are shown on Pages 5, 6, and 7 herein, have been completed and attached hereto as part of that application.

(5) That the sign cards will be posted the fifth working day of the month prior to which the case will be considered by the Board of Adjustment and will remain posted until final determination by the Board of Adjustment after which time the sign cards are to be removed and destroyed.

Walter Keedy
Affiant (applicant's signature)

Sworn to and subscribed before me

this 10th day of July,
1992.

Sherie D. Lindh
Notary Public, State of Florida at Large

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: May 19, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OWNER'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LAKE)

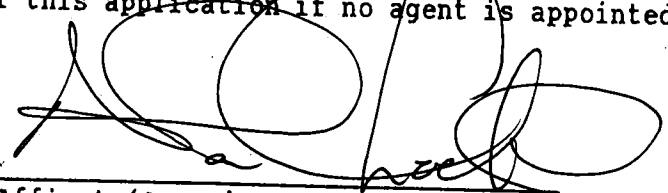
Before me, the undersigned authority personally appeared Alan Cheek, who being by me first duly sworn on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described on page one of this application.

(2) That he desires a variance to allow:

increased building height; decreased rear setbacks; no landscape buffer; and
increased density (if necessary).

(3) That he has appointed The Land Planning Group, Inc. to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.


Affiant (Owner's Signature)

Sworn to and subscribed before me

this 10th day of July,
1992.

Sherie D. Lindh
Notary Public, State of Florida At Large

My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: May 12, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

SUBMITTAL REQUIREMENTS CHECK LIST

The following required information shall be submitted when applying for a conditional use permit.

- ☐ a. General application form.
- ☐ b. Copy of the tax receipt or the latest recorded warranty deed showing who the current fee-simple title holders of the property are.
- ☐ c. A legal survey prepared by a surveyor registered in the State of Florida, showing an accurate legal description and the total acreage, IS required when the property is part of a larger tract of land.
- ☐ d. List of the owners names and mailing addresses for all property lying within one square block outside the perimeter of the subject property.
- ☐ e. Eight plot plans, drawn to an appropriate scale, on a 22 1/2" x 27" reproducible sheet, showing the following information:

1. General Information:

- ☐ a. Name of project
- ☐ b. Statement of intended use of site.
- ☐ c. Legal description of the property and size of parcel in acres or square feet.
- ☐ d. Name, address and telephone number of the owner or owners of record.
- ☐ e. Name, address, and telephone number of the owner(s) agent.
- ☐ f. Name, address, signature and registration of the professionals preparing the plan.
- ☐ g. Date, north arrow and scale, number of sheets; the scale (not smaller than one inch to fifty feet) shall be designated and, where appropriate, the same scale should be used on all sheets.
- ☐ h. Vicinity map, showing relationship of proposed development to the surrounding streets and thoroughfares, shall be at a scale of not less than one inch equals two thousand feet (1" = 2,000 feet).
- ☐ i. Linear dimensions of the site.
- ☐ j. Existing topography with a maximum of one (1) foot contour intervals for the proposed site and 300 feet adjacent to the site on all sides, except where determined to be unreasonable by the Director of Public Works.
- ☐ k. Finished grading elevation.
- ☐ l. All existing and proposed building restriction lines (i.e., highway setback lines, easements, covenants, right-of way, and building setback liens).
- ☐ m. Commitments, such as, contributions to offset public facilities impacts.

2. Building & Structures

- ☐ a. Intended use.
- ☐ b. Number of stories.
- ☐ c. Height of building.
- ☐ d. Number of dwelling units and density for multifamily site plans.
- ☐ e. Projected number of employees
- ☐ f. If restaurant, show number of seats and occupancy load.
- ☐ g. Square footage for proposed development-gross square footage, non-storage area, square footage of each story, gross square footage of sales area, etc.
- ☐ h. Photograph or sketch of proposed sign with dimensions and material type.

3. Street, sidewalks, driveways, parking areas and loading spaces:

- ☐ a. Engineer plans and specifications for streets, sidewalks, and driveways.
- ☐ b. All parking spaces designated.
- ☐ c. Number of parking spaces.
- ☐ d. Number and location of handicapped spaces.
- ☐ e. Number and designation of loading spaces.
- ☐ f. Number of square feet of paved parking and driveway area.
- ☐ g. Surface materials of driveways.

- ___ h. Cross section of proposed street improvements.
 - ___ i. Fire lanes.
 - ___ j. Location of proposed driveway(s) and median cut(s).
 - ___ k. Internal traffic circulation plan, including directional arrows and signs to direct traffic flow.
 - ___ l. Location of traffic-control signs and signalization devices.
 - ___ m. Designate location of sidewalks.
 - ___ n. Coordinate walkways, driveways, etc., with facilities in adjacent developments.
 - ___ o. All proposed streets and alleys.
 - ___ p. The extension or construction of service roads and access thereto on site must be shown where applicable.
4. Drainage: Engineering plans and specification for collection and treatment of storm drainage, including a description of preservation of any natural features, such as, lakes and streams or other natural features.
 5. Dredge and fill: If any dredging or filling operation is intended in development of the area, application shall be made to the official responsible for permits. No such work will be done prior to issuance of such permit.
 6. Soils: a) Indicate soil classifications on the site plan as identified by the United States Department of Agriculture Soil Conservation Service in the "Lake County Area Soil Survey". An applicant may provide soils study. Soil analysis by a qualified soil engineer shall be furnished upon request of the Director of Public Works.
 7. Erosion Control: Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, and construction.
 8. Limit of Flood Plain: Indicate flood elevation for 100 year flood on the site plan as established by the United States Geological Survey Map series entitled, "Map of Flood Prone Areas", or the Department of Housing and Urban Development "Flood Boundary and Floodway Maps". An applicant may challenge this designations by securing competent expert evaluation, at the applicant's own expense, demonstrating that his property does not fall within the designated flood delineation. If said expert determines that the property in question is not within a flood-prone area, and said determination is acceptable to the Public Works Director, said property shall be designated as nonflood-prone for the purpose of this Code.
 9. Proposed Water and Sewer Facilities: a) Water-size, material, and location of water mains, plus valves and fire hydrants, fire flow calculations plus engineering plans and specifications; b) Sanitary sewer system-size, material, and location of lines plus engineering plans and specifications, with submittal of a profile required.
 10. Solid Waste: Location(s) and access provisions for refuse service, including pad screening, fencing, and landscaping.
 11. Landscaping, Arbor, Recreation and Open Spaces:
 - ___ a. Landscaping plan, irrigation system plan, and provision for maintenance. Include size, type, and location of all landscaping, screens, walls fences and buffers.
 - ___ b. Application for arbor permit, if applicable.
 - ___ c. Recreation and open space area, if applicable
 12. Existing Improvements (on site, adjacent to site, and across or opposite any public rights-of-way):
 - ___ a. Locations and sizes of driveways and median cuts.
 - ___ b. Sidewalks, streets, alleys, and easements (note widths and type).
 - ___ c. Drainage systems to include natural structural (size and material, invert elevations).
 - ___ d. Size and location of nearest water mains, valves, and fire hydrants.

- _____ e. Sanitary sewer systems (size, invert elevations, etc., to be included).
- _____ f. Gas, electrical, and telephone lines, where applicable.

13. **Additional Data:** Any additional data, maps, plans, or statements, as may be required, which is commensurate with the intent and purpose of this Ordinance.

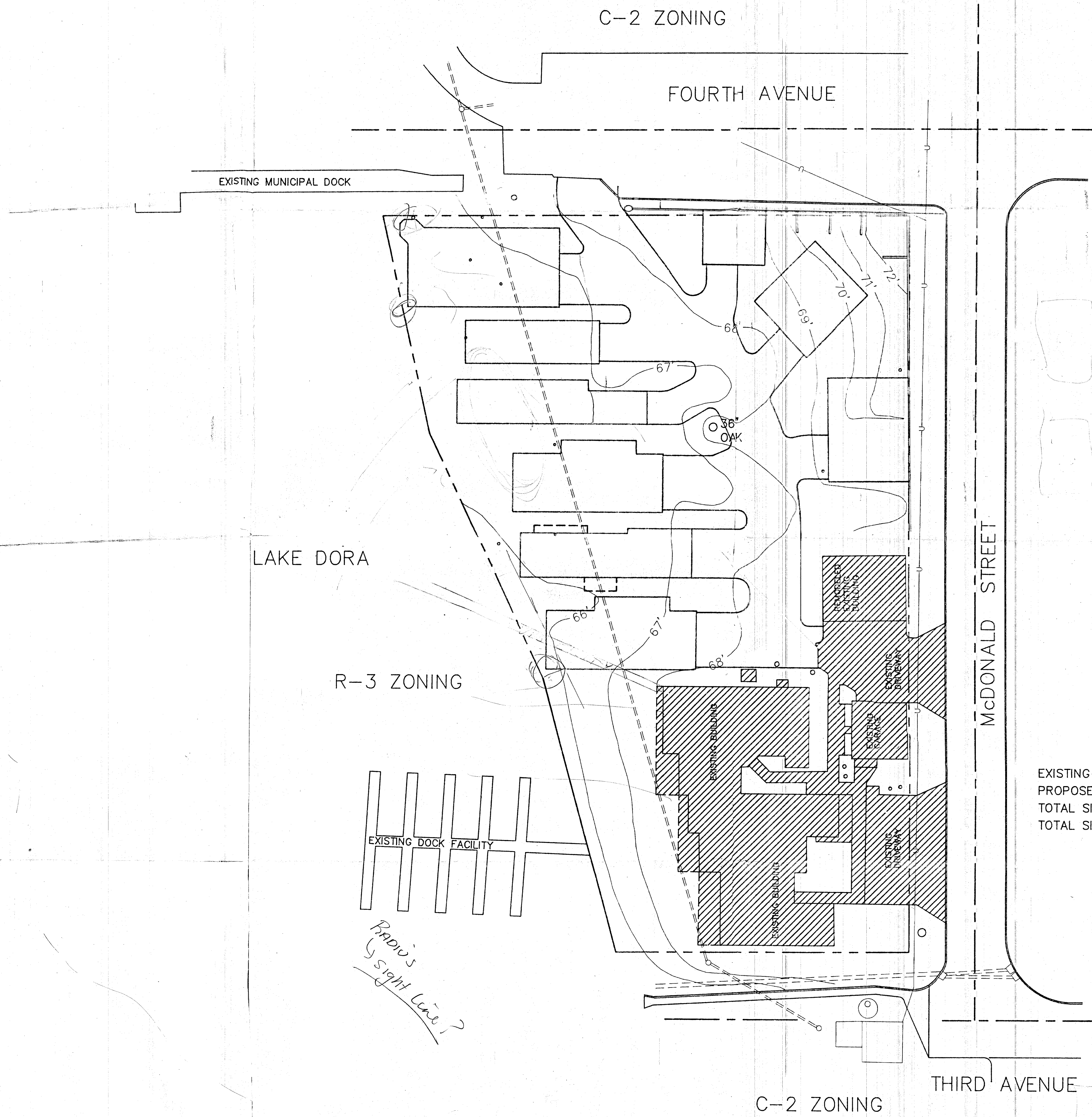
14. **PROCEDURES**

- a. This form and all supporting documentation must be submitted to the Community Development Department thirty (30) days prior to the meeting date of the Board of Adjustment. The Board meets the second Tuesday of each month.
- b. Upon receipt of the application, the Community Development Department shall schedule a meeting with the Development Review Committee for their review. Only those applications and site plans which are in conformance with the Design Standards of the Land Development Code will be submitted to the Board for their approval. All others will be returned to the application for revisions and resubmittal.
- c. The owners of all properties within one square block surrounding the outside perimeter of the subject property shall be notified by mail of the matter to be considered at said meeting.
- d. Sign cards furnished by the Community Development Department shall be posted by the applicant on the front of the property being considered for the conditional use, with three feet high stakes to be furnished by the applicant. The sign cards shall be posted at the outer property line along the road or street frontage. If the frontage is in excess of three hundred (300) feet along the frontage road, the sign cards shall be posed at the property's corner and where the access road intersects with the nearest city street.
- e. The sign cards shall be posed at least fifteen (15) days before the Board's meeting day, and removed and destroyed on the final action of the Board.
- f. In those cases where the property has not been properly posted, the Board may postpone or deny the application without prejudice.

Date received: _____

Received by: _____
(Signature of Zoning Representative)

Reviewed by: _____



AREAS	SQUARE FEET	PERCENTAGE
EXISTING IMPERVIOUS SERVICE	10,145.0	24.2%
PROPOSED IMPERVIOUS SURFACE	15,193.8	36.1%
TOTAL SITE IMPERVIOUS SURFACE	25,338.8	60.3%
TOTAL SITE	41,988.0	100.0%

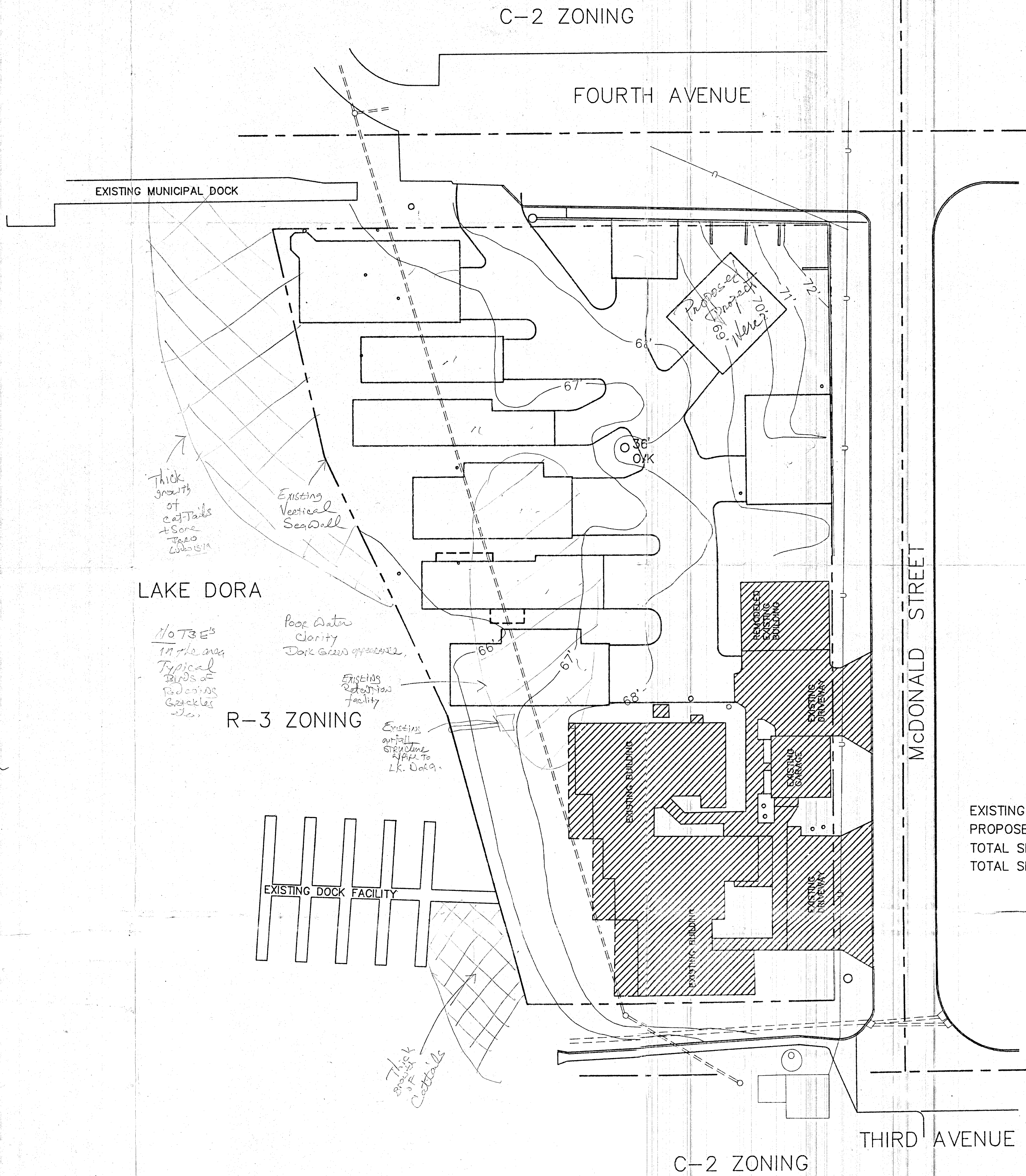
SHADOW HARBOUR

Mount Dora, Florida

Land Planning Group
1755 U.S. HIGHWAY, RT. 441 WEST • (804) 383-1444
MOUNT DORA, FLORIDA 32757 • FAX (804) 383-3877

NOT FOR CONSTRUCTION
SCALE: 1"=20'
REV: 5/29/92
DATE: 5/12/92
FILE #: 556-105

Beach
development



R-3 ZONING

AREAS	SQUARE FEET	PERCENTAGE
EXISTING IMPERVIOUS SERVICE	10,145.0	24.2%
PROPOSED IMPERVIOUS SURFACE	15,193.8	36.1%
TOTAL SITE IMPERVIOUS SURFACE	25,338.8	60.3%
TOTAL SITE	41,988.0	100.0%

"FLU" marker
on Map?
what color?

Not written to all
of the information
in the plan
or the map

NOT FOR CONSTRUCTION
SCALE: 1"=20'
REV: 5/29/92
DATE: 5/12/92
FILE #: 556-105

Land Planning Group
1735 U.S. HIGHWAY 1, SUITE 100
MOUNT DORA, FLORIDA 32757 • FAX (352) 393-3571

SHADOW HARBOUR
Mount Dora, Florida

REC

193.00

DECLARATION OF CONDOMINIUM
OF SHADOW HARBOUR, A CONDOMINIUM

DECLARATION OF CONDOMINIUM made as of August 20, 1985 (the Declaration) by LAKE DORA SHORES LIMITED PARTNERSHIP, a Florida limited partnership, having a mailing address c/o DeRand, 2201 Wilson Boulevard, Arlington, Virginia 22201 (the Developer), for and on behalf of the Developer, its successors, assigns, and its grantees.

The Developer hereby declares as follows:

1. Purpose. The purpose of this declaration is to submit the fee title of the real property hereinafter described and improvements located hereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

2. Name and Address. The name of the Condominium is Shadow Harbour, a Condominium, having an address at 343 McDonald Street, Mt. Dora, Florida 32757.

3. Real Property. The real property owned in fee title by the Developer, is submitted by this Declaration to the condominium form of ownership, which real property is situate in Lake County, Florida and is more particularly described as follows:

Lots 1 to 11, inclusive, in Block 6, of Property of Enoch J. Tompkins, according to the plat thereof, as recorded in Plat Book 5, page 7, of the Public Records of Lake County, Florida.

4. Certain Definitions. The terms used in this Declaration and all exhibits attached hereto, unless the context otherwise specifies or requires, shall have the meanings stated in the Condominium Act and as follows:

(A) "Articles of Incorporation" means the Articles of Incorporation attached hereto as Exhibit B and any filed amendments thereto of the Association.

(B) "Assessment" or "Assessments" means the cost of maintenance, repair and management of the Condominium Property which is to be paid by the Unit Owner or Unit Owners and includes but is not limited to amounts necessary to meet Common Expenses. Assessment shall also include special assessments where such special assessments are duly adopted by the Association.

(C) "Association" means Shadow Harbour Condominium Association, Inc., a Florida corporation not for profit and its successors.

This instrument prepared by:

Robert W. Wilson, of
✓ AKERMAN, SENTERFITT
& EIDSON
17th Floor, CNA Building
P.O. Box 231
Orlando, Florida 32802

DEC 13 11 09 AM '85

(D) "Association Certificate" means a certificate of the Association in recordable form signed by the President or Vice-President and Secretary or Assistant Secretary of the Association.

(E) "Board of Directors" means the duly qualified members of the Board of Administration of the Association.

(F) "Building and Improvements" means the structures and improvements located on the Real Property.

(G) "Bylaws" means the Bylaws attached hereto as Exhibit C and adopted by the Association and any duly adopted amendments thereto.

(H) "Common Elements" means those portions of the Condominium Property not included within the Units, including personal property required for the enjoyment, maintenance and operation of the Condominium.

(I) "Common Expenses" means (i) expenses of administration, maintenance, operation, insurance, repair and betterment of the Common Elements, including those portions of Units to be maintained and repaired by the Association, and all other costs and expenses required to fulfill the duties of the Association, (ii) all expenses declared to be Common Expenses by this Declaration and the Bylaws of the Association and (iii) any valid charge imposed against the entire Condominium Property.

(J) "Common Surplus" means all receipts of the Association, including but not limited to assessments, rents, profits and revenues, in excess of the aggregate amount of Common Expenses.

(K) "Condominium Documents" means this Declaration, all exhibits attached hereto and the survey and plot plan of the Condominium, designated as Exhibit A and recorded in the Public Records of Lake County, Florida, as the same from time to time may be amended.

(L) "Condominium Parcel" and "Condominium Property" shall have the meanings set forth in the Condominium Act.

(M) "County" means Lake County, Florida.

(N) "Insurance Trustee" means the Association, or any successor designated by the Association.

(O) "Licensed Architect" means an Architect licensed to practice in the State of Florida.

(P) "Limited Common Elements" (LCE) means those portions of the Condominium Property which are reserved for the use of a certain Unit to the exclusion of other Units and consists of patios, screened porches, balconies, boat docks and garages which are identified on Exhibit A.

(Q) "Rules and Regulations" means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association relating to the use of the Condominium Property.

(R) "Unit" means unit as defined by the Condominium Act, referred to therein as a condominium parcel and sometimes referred to as an apartment.

(S) "Unit Owner" means the person, persons, or legal

entity holding title in fee simple to a Unit.

(T) "Utility Services" means but is not limited to electric power, gas, water, telephone, sewer, drainage, television communication, and garbage and sewage disposal.

5. Survey and Plot Plan of Condominium. A survey and plot plan, entitled Exhibit A, of the Real Property and showing the Buildings and Improvements constructed hereon, is recorded in the Public Records of the County as indicated on the bottom margin of the first page of this Declaration. Each of the Units is a residential apartment as designated, identified and shown on Exhibit A.

6. Changes in Units.

(A) Alteration of Units. The interior plan of a Unit may be changed by the owner thereof, and the boundaries (including boundaries which may be part of the Common Elements) between units may be changed by the owners of the Units affected subject to the consent of the mortgagee or mortgagees thereof, if any. Units may not be subdivided nor shall changes in boundaries of Units encroach upon Common Elements, except as otherwise provided herein. Changed boundary or interior walls must be equal in quality of design and construction to existing boundary or interior walls. Any changes in the boundaries of Units shall be effected in accordance with plans prepared by a Licensed Architect, which plans shall be first filed with and approved by the Association. Any change which is made within a Unit or in its boundaries shall also observe the requirements of the section concerning Maintenance, Alteration and Improvement.

(B) Required Amendment of Declaration. An amendment to this Declaration is required where there are changes in boundaries between Units except where adjacent Units affected are owned by the same Unit Owner. Plans of the Units concerned showing the Units after the change in boundaries and prepared by a Licensed Architect shall be attached to said amendment as exhibits, together with the certificate of an architect or engineer as required by the Condominium Act. Changes in boundary walls shall note effect a change in the apportionment of the individual share and interest in the Condominium, including the undivided share in the Common Elements and Common Surplus. The amendment shall be also approved by the Board of Directors and signed and acknowledged by the Association. Said amendment shall also be signed and acknowledged by all lienors and mortgagees of the Units concerned, after approval by such lienors and mortgagees but it need not be approved or signed by owners of Units not affected by changes in boundaries.

7. Easements. Easements have been reserved through the Condominium Property and are covenants running with Real Property of the Condominium.

(A) Utility Easements. Utility Easements are reserved as may be required for Utility Services in order to serve the Condominium and Units. Such easements through a Unit have been installed substantially according to the Plans and Specifications or as the Buildings and Improvements have been constructed, unless otherwise approved in writing by the Unit Owner.

(B) Other Easements. The Condominium Property is subject to easements for encroachments which now exist or

hereafter exist caused by settlement or movement of any improvements upon the condominium Property or caused by minor inaccuracies in construction or reconstruction, which encroachments shall be permitted to remain undisturbed. The encroachments shall give rise to an easement for the same and the maintenance thereof, which shall continue until such encroachments may no longer exist. Any dumpster or similar trash collection equipment and appurtenances located on the condominium Property, shall be available for use for trash collection purposes for the benefit of the Condominium and the Unit Owners.

(C) Unit Owners. Easements are reserved to Unit Owners for (i) pedestrian traffic over, through and across sidewalks, paths, walks, walkways, driveways, entrances to buildings, and stairways, if any, as the same may from time to time exist upon the Common Elements and (ii) vehicular traffic over, through and across such portions of the common Elements as may be designated and intended for such purpose. In no event, shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the condominium Property not designated as a parking area.

(D) Intended Creation of Easement. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

8. Buildings and Improvements.

(A) Buildings. The Condominium consists of buildings and improvements thereto, as more particularly shown and described on Exhibit A and recorded as set forth on the bottom margin of the first page of this Declaration.

(B) Other Improvements. The Condominium includes landscaping, automobile parking space and other facilities and improvements located substantially as shown on the Plans and Specifications.

9. Unit Boundaries. Each Unit shall include such portions of a building that lie within the boundaries of a Unit, which boundaries are as follows:

(A) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the perimetrical boundaries. The upper boundary of a Unit shall be the plane of the lower surface of the unfinished ceiling and the lower boundary shall be the plane of the upper surface of the finished floor slab. Units are located in the buildings as more fully designated on Exhibit A.

(B) Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the vertical planes of the dry wall or plaster of the walls bounding the Unit

extended to intersections with each other and with the upper and lower boundaries.

10. Common Elements. The Common Elements include the Real Property and all other parts of the Condominium not within the Units, including but not limited to landscaping, structural portions of walls and roofs, roofs, ground floor slabs, second floor slabs and ceilings, automobile parking areas, and other accessory areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. Unless prohibited by the Condominium Act, the Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the Bylaws.

11. The Units. There are 16 Units, all of which are more particularly described and the right and obligations of their owners established as follows:

(A) Apartment Description and Location. The 16 Units are designated and numbered as indicated below and are located and numbered in the buildings as designated on Exhibit A.

(B) Appurtenances to Apartments. Appurtenant to each Unit shall be an undivided share and interest in the Condominium Property, including but not limited to the undivided share in the Common Elements and in the Common Surplus which shares and interest are as follows:

	<u>Share</u>	<u>Aggregate</u>
Units 101, 106, 201 & 206	.0450	.1800
Units 102, 103, 104, 105, 107, 108, 202, 203, 204, 205 & 207	.0683	.7513
Unit 208	.0687	.0687
Total		1.0000

The 16 Units together with the appurtenances thereto comprise 100 percent of the Condominium Property.

(1) Automobile Garages and Parking Spaces. The Common Elements include parking areas for automobiles of Unit Owners and their guests. Garages which are Limited Common Elements will be assigned and reserved by the Developer for the specific use of designated Units. Additional parking spaces if available, may be also assigned by the Developer to Unit Owners, however, the Board of Directors reserves the right to reassign those parking spaces to Unit Owners. Motorcycles may only be parked in areas designated as such by the Association, but in no event shall motorcycles be parked on or in Limited Common Elements (except for garages). Boats and boat trailers may not be parked or stored on the Common Elements or the Condominium Property, except such areas, if any, which may be designated for that purpose by the Board of Directors. The Association shall have the power to move or tow away improperly parked automobiles, motorcycles, boats or boat trailers and the Association is specifically granted the rights and benefits of 715.07, Florida Statutes.

(2) Boat Docks. Boat docks are Limited Common Elements and will be assigned and reserved by the

Developer for the specific use of designated Units.

(3) Association Membership and Voting Rights. The membership of each Unit Owner in the Association entitles each Unit Owner to an interest in the assets of the Association. As provided by the Bylaws, each Unit Owner is a member of the Association and is entitled to one vote for each Unit owned.

12. Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses. Such share shall be in the same percentage as the undivided share in the Common Elements appurtenant to the Owner's Unit.

13. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and its improvement shall be as follows:

13.1 Units.

(A) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All boundary walls of a Unit (including dry wall, plastered surfaces or sheetrock forming the boundary walls), and all portions of a Unit contributing to the support of the Building and improvements, which portions to be maintained shall include but not be limited to the outside walls of the Building and all fixtures on its exterior, structural floor and ceiling slabs, roofs, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained within a Unit that service part or parts of the Condominium other than the Unit in which they are contained.

(3) All incidental damages caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) Common Elements.

(5) Limited Common Element, except as otherwise provided herein.

(B) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the owner's Unit except those portions to be maintained, repaired and replaced by the Association. Each Unit Owner shall be responsible for the maintenance, repair or replacement of the plastered surfaces, dry wall or sheetrock within the Unit or forming the boundaries of the Unit, if such maintenance, repair or replacement is necessitated by the Unit Owner's use of the Unit. The foregoing obligation of the Unit Owner shall be performed without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at the owner's expense shall include but not be limited to the following items: air conditioner and air handling equipment for space cooling and heating (including any portions thereof which may be located outside of the boundaries of the Unit), refrigerator, electric range, range hood, dishwasher and electric water heater; interior fixtures

such as electrical and plumbing fixtures, including any electrical wires or pipes located within the interior boundaries of the Unit; windows, screens, doors, inside paint and other inside wall finishes and floor coverings except the floor slab. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth in Section 13.1(A) of this Declaration, if such required maintenance and repair is required because of the negligence or misuse of the Condominium Property or Unit by a Unit Owner, such Unit Owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be a charge to the Unit Owner concerned as a special charge and may be collected and enforced in accordance with the laws of Florida, including the right of the Association to file a claim of lien against the Unit which may be foreclosed pursuant to the laws of Florida. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense. In the event that the Unit Owner does not maintain, repair and replace that portion of the Unit required to be maintained, repaired, and replaced at the Unit Owner's cost and expense, and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Condominium Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the Unit, and such cost of maintenance, repair or replacement shall be charged by the Board of Directors to the Unit Owner concerned as a special charge and may be collected and enforced in the same manner as provided above and provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

(4) Not to paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the Buildings, including the Common Elements, Limited Common Elements and the door or doors to the Unit; however, the Unit Owner may install a screen door on the owner's Unit at the Unit Owner's expense, provided, however, such improvements must be approved by the Board of Directors, or a committee appointed by the Board of Directors, it being the intent herein that all such screen doors shall be of uniform appearance insofar as practical. The Unit Owner shall be responsible for the maintenance of such screen door. Television or radio aerials or antennas of any nature are prohibited beyond the boundary lines of a Unit.

(5) To promptly report to the Association any defect or need for repair and replacement for which the Association is responsible.

(C) Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration to or remove any portion of a Unit that is to be maintained by the Association, or make any additions to Units, or do anything that would jeopardize the safety or soundness of the Building or Improvements, or impair any easement, without first obtaining approval in writing of owners of

all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by a Licensed Architect shall be filed with the Association prior to the start of the work.

13.2 Common Elements.

(A) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are Units or are contiguous to the Condominium Property or not, or whether Association retains any lease in its own name or subleases undivided percentages to the Unit Owners in the Condominium.

(B) Alteration and Improvement. There shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval either in writing or by vote by the record Unit Owners of not less than 66% of the Common Elements of the Condominium except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work or acquisition shall not be charged against a mortgagee that acquires its title as the result of owning a mortgage upon a Unit unless such mortgagee shall approve the alteration or improvement or acquisition, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expense, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition.

(C) Additional real property acquired by the Association may be added to the Real Property of the Condominium. This shall be accomplished by an amendment to this Declaration that includes the description of the additional real property and submits the same to the Condominium pursuant to the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. The amendment when recorded in the Public Records of the County, shall divest the Association of title to the additional real property and shall state that it conveys all interest of the Association to and vests title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(D) Additional real property acquired by the Association that is not incorporated into the Condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing or by vote by the record Unit Owners of not less than 75% of the Common Elements. Approval shall be evidenced by an Association Certificate stating that the approval was duly given, which shall be delivered to the purchaser or mortgage of such additional real property.

(E) Any personal property acquired by the Association may be sold, financed, mortgaged or otherwise disposed of by

the Association.

2. Assessments. The making and collection of Assessments from Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

14.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the apartment owned by the Unit Owner.

14.2 Interest; Application of Payments. Assessments and any installments thereof not paid on or before ten days after the date when due shall bear interest at the rate of 12% per annum, or at such rate of interest as may be set by the Board of Directors, from the date when due until paid. All payments on account shall be first applied to interest and then to the Assessment payment first due.

14.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

A mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which become due prior to the acquisition of title of the Unit by the mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the mortgagee.

14.4 Rental Pending Foreclosure. In any foreclosure of a lien for failure to pay Assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

3. Operation of the Condominium. The operation of the Condominium shall be by the Association pursuant to the Articles of Incorporation, the Bylaws and the following provisions:

15.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, other Unit Owners or third parties.

15.2 Restraint Upon Transfer of Assets. The share of Unit Owner in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Unit.

15.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or

not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

15.4 Roster of Unit Owners and Mortgagees.

(A) Unit Owners. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners. If required by the Association, each Unit Owner shall furnish the Association a certified copy of the appropriate public record evidencing the Unit Owner's title.

(B) Mortgagees. Where the Association has been given notice and the necessary information, the Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage on a Unit in the Condominium. Such notice shall consist of a photo copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a photo copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

(C) Information and Rights of Mortgagee. A mortgagee shall be entitled, upon written request to the Association, to a financial statement for the immediately preceding fiscal year. A mortgagee or insurer of the condominium property shall upon request to the Association, be entitled to written notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property for any Unit on which there is a mortgage held, insured or guaranteed by a mortgagee, or eligible insurer or guarantor, as may be applicable;

(2) Any delinquency in the assessments or charges owned by a Unit Owner which is subject to a mortgage of mortgagee held, insured or guaranteed by the mortgagee, eligible insurer or guarantor, which delinquency remains incurred for a period of 60 days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action which would require the consent of a specific percentage of the mortgagees.

15.5 Authority. The Association shall have all of the powers and authority reasonably necessary to operate the Condominium in accordance with this Declaration, the Articles of Incorporation, the Bylaws and the Condominium Act, including but not limited to enforcement of the terms of this Declaration.

4. Insurance. Insurance (other than title insurance) which shall be carried on the Condominium Property and the property of Unit Owners shall be governed by the following provisions:

16.1 Purchase; Named Insured.

(A) Purchase. All insurance policies on the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(B) Approval. The insurance agency, insurance company, amount of fire and extended coverage insurance policy (including flood insurance if applicable), and the form of policy for such insurance shall be subject to approval by the commercial bank, savings bank, savings and loan association, insurance company or real estate or mortgage investment trust (hereinafter referred to as an institutional Mortgagee) which according to the roster of mortgagees, at the time for approval is the owner and holder of the greatest number of unsatisfied mortgages on Units in the Condominium. Such approval may be obtained by directing to the Institutional Mortgagee, having the right of approval, a request in writing for approval or disapproval within ten days after the receipt of the request by the Approved mortgagee. If response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(C) Named Insured. The named insured shall be the Association individually and as agent for the Unit Owners without naming them and shall include the mortgagees of Units which are listed in the roster of mortgagees. All policies and endorsements thereto shall be deposited with the Insurance Trustee and such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the terms of this Declaration. Unit Owners may obtain insurance coverage at their own expense for their personal property and for their personal liability and living expense.

(D) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association to a mortgagee upon request of the mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of any policy which is being renewed or replaced, whichever date shall first occur.

16.2 Coverage.

(A) Casualty. All Buildings and Improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as may be determined annually by the Board of Directors, subject however to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement and (ii) such other risks as from time to time shall be customarily covered with respect to similar buildings and improvements, including, but not limited to, vandalism and malicious mischief. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and

heating, dishwasher, disposal, refrigerator, electric water heater, electric range, range hood, attached cabinets, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures, inside paint and other inside wall finishes and floor coverings except the floor slab.

(B) Public Liability. Public liability insurance shall be carried in amounts and with coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner.

(C) Worker's Compensation. Worker's compensation insurance shall be carried to meet the requirements of law and other insurance shall be carried as the Board of Directors shall determine.

(D) Failure to Procure or Pay for Insurance. In the event the Association fails to procure or pay the premiums when due for the insurance described in this paragraph 16.2, or should the Association otherwise fail to comply with the insurance requirements of this Declaration, then and in that event, the mortgagee holding the greatest dollar volume of mortgages on the Units, shall have the right, at said mortgagee's option, to order insurance policies and to advance premium payment for such insurance, and to the extent of the money so advanced by said mortgagee, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the Unit Owners for the payment of such item of common expense.

16.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be charged against such owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

16.4 Insurance Trustee: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee for the benefit of the Unit Owners and their mortgagees pursuant to the terms of this Declaration. The Association shall be liable for payment of premiums, for the renewal or the sufficiency of policies and for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive the proceeds as are delivered to the Insurance Trustee and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of Unit Owners and their mortgagees in the following shares.

(A) Unit Owners. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Owner's Unit.

(B) Mortgagees. In the event a mortgagee endorsement has been issued for a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate

in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

16.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be paid by the Association.

(B) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(D) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely on an Association Certificate as to the names of the Unit Owners and their respective shares of this distribution.

16.6 Association of Agent. The Association is irrevocably appointed agent, for each Unit Owner and for each owner of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.7 Benefit of Mortgagees. Certain provisions in this paragraph 16 are for the benefit of mortgagees of Condominium Parcels, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

5. Reconstruction or Repair After Casualty: Eminent Domain.

17.1 Determination to Reconstruct or Repair. Whether the Condominium Property damaged by casualty, shall be reconstructed

or repaired shall be determined as follows:

(A) If Units to which 50% or less of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after casualty, the damaged property shall be reconstructed or repaired.

(B) If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after casualty, then whether the Condominium Property shall be reconstructed or not shall be determined as follows:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after receipt of the foregoing estimates, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments, if any, required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 66% of the Common Elements, the damaged property will be reconstructed or repaired. If not so approved, the Condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in a writing filed with the Association or prior to the meeting. The cost of such determination shall be considered a Common Expense.

(3) The Insurance Trustee may rely upon an Association Certificate regarding reconstruction or repair.

17.2 Report of Damage. If any part of the Condominium Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

(A) Date and cause of damage.

(B) Whether the damaged property will be reconstructed and repaired or the Condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

(C) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(D) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of the Building and Improvements.

(E) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimate cost of each owner for reconstruction and repair.

(F) The Insurance Trustee shall approve the manner of

determining the estimated costs of reconstruction and repair and the findings as to whether the damaged property includes structural parts of the Buildings and Improvements, or the report of damage shall be substantiated by an attached report of a Licensed Architect.

17.3 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the Plans and Specifications. If the reconstruction or repair is not substantially in accordance with the Plans and Specifications, then any changes thereto shall be approved by the (i) Board of Directors of the Association, (ii) owners of not less than 66% of the Common Elements, (iii) owners of all Units which are to be reconstructed, which approval shall not be unreasonably withheld and (iv) mortgagees of all Units included in the preceding item (iii).

17.4 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property.

17.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in an amount sufficient to provide funds to the payment of such costs. Assessments shall be in proportion to the owners' share in the Common Elements.

17.6 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which may consist of proceeds of insurance and the sums collected from of the casualty, shall be disbursed in the following manner and order:

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be first paid or provision made for payment.

(B) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

17.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(A) Insurance Trustee. The proceeds of insurance collected on account of casualty together with the sums deposited with the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and

repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$100,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the Building.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$100,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and after approval of a Licensed Architect employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair is the responsibility of a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may determine.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, the balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, the part of a distribution to a Unit Owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Mortgagee. When a mortgagee is required by this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

(6) Approval of an architect named by the Association shall be first obtained by the Association before disbursement in payment of costs of reconstruction and repair in the following circumstances:

(a) When the report describing the loss states that the damage to the Condominium Property includes structural parts of the Building and Improvements.

(b) Upon request of the Association or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(c) When the report of loss made by Association shows that the estimated costs of reconstruction and repair are in excess of \$100,000.00.

17.8 Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the

terms of this Declaration. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee, and in the event of failure to do so, in the discretion of the Board of Directors, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(A) Unit Reduced But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Unit Owner and mortgagee.

(3) There shall be no adjustment in the shares of the Common Elements appurtenant to the Units in the Condominium so long as the Unit may be made tenantable.

(B) Unit Made Untenantable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, remittance being payable jointly to the owner and mortgagee. If the amount of the award exceeds the market value of such a Unit, the balance of the award shall be paid over to the Association; provided, however, that if the amount of unpaid principal and accrued interest of the mortgage of the Unit is in excess of the market value of the Unit, the award for the Unit shall be paid jointly to the owner and mortgagee to the extent the award is sufficient to satisfy the mortgage indebtedness on the Unit. Any surplus after payment of the mortgage indebtedness shall then be distributed to the Association.

(2) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common

Elements.

(3) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitable adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by recomputing the shares of the remaining owners in the Common Elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by charges against all Unit Owners except the owner of the condemned unit. Such charges shall be made in proportion to the shares of such owners in the Common Elements after the change effected by the taking.

(C) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceeding shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to condemnation.

(D) Amendment of Declaration. Changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment to this Declaration which need be approved only by a majority of the members of all of the Board of Directors.

17.9 Reliance Upon Certificates. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon an Association Certificate stating:

(A) Whether the damaged or condemned property will be reconstructed and repaired or the condominium terminated.

(B) Whether or not payments upon assessments against Unit Owners shall be deposited with the Insurance Trustee.

(C) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(D) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a Unit Owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

2. Use Restrictions. The use of the Condominium shall be in accordance with the following provisions:

18.1 Units. Each Unit shall be occupied only as a residence by a single family, its servants and guests, but in no event shall a one bedroom Unit be occupied as a residence by more than three persons at any one time nor may two bedroom Units be occupied by more than five persons at any one time. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show changes in the Units to be affected thereby. Subject to the provisions of the Rules and Regulations, small household pets may be kept by Unit Owners within the Units. Such pets may not be kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors. The Board of Directors shall have the right to adopt reasonable rules and regulations relating to the type and number of household pets that may be kept in the Units.

18.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of Unit Owners.

18.3 Nuisances and Pets. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the owner's Unit to make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property. The size, number and type of pets may be controlled by the Board of Directors or by the Rules and Regulations.

18.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be maintained, modified or repaired in the same manner as the responsibility for maintenance and repair of the property concerned is set forth in Section 13 of this Declaration.

18.5 Leasing. Subject to the provisions of this Declaration, entire Units may be rented, provided the occupancy is only by the lessee, lessee's family, servants or guests. No rooms or parking spaces may be rented, except as an appurtenance to a Unit or to another Unit Owner.

18.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Developer or the Association.

18.7 Regulations. The Rules and Regulations concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and Bylaws. The Rules and Regulations may provide for reasonable monetary fines against Unit Owners who violate the Rules and Regulations or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations. Copies of the Rules and Regulations shall be furnished by the Association to all Unit Owners and residents of the Condominium on request.

18.8 Developers Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium

Property shall interfere with the sale of Units. The developer may make such use of the unsold Units and Common Elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold Units on such terms as the Developer determines, model apartments, the showing of the Condominium Property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and Units. The Developer shall have the right to enforce the provisions of this paragraph, including but not limited to injunctive relief.

3. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and any amendments thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

4. Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by said Owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

20.1 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws or the Rules and Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

20.2 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

5. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

21.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

21.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided approval of the amendment must be either by:

(A) Not less than three-fourths of all of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association; or

(B) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

(C) Not less than one-half of all of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in this Declaration or its Exhibits, including but not limited to the correction of errors in the legal description of the real property or in the surveys thereof. If such Amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal 100 percent, the owners of the Units and the holders of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve this amendment.

(2) To change boundaries between Units in the manner elsewhere stated, providing the amendment is signed and acknowledged by the owners, lienors and holders of mortgages of the Units concerned.

(3) To adopt amendments of Section 16 that are reasonably required by insurers or mortgagees of the Condominium Property or Units.

(4) Until the Unit Owners are entitled to elect a majority of the Board of Directors, only by all of the Directors, provided, however, that such amendment shall not increase the number of Units as set forth in this Declaration nor encroach upon the boundaries of the Common Elements.

21.3 Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any unit or class or group of Units unless the Unit Owners so affected shall consent, (ii) change any Unit nor decrease the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Sections 16, 17 of this section 21.3 of this Declaration unless the record owners of all mortgages upon the Condominium or Units shall join in the execution of the amendment or consent thereto by separate instrument.

21.4 Execution and Recording. A copy of each amendment shall be attached to an Association Certificate setting forth that the amendment has been duly adopted. The Association Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the public records of the County.

6. Termination. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event it is determined in the manner elsewhere provided that the Building and Improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

22.2 Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the owners of not less than three-fourths of the

Common Elements and of three-fourths of the record owners of all mortgages on the Units are obtained in writing not later than 30 days from the date of such meeting, then the owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

(A) The option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:

(1) An Association Certificate certifying that the option to purchase Units owned by persons not approving termination has been exercised as to all of such Units. The Association Certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.

(2) An agreement to purchase on the terms herein stated signed by the purchaser whereby the purchaser agrees to purchase the unit of the owner receiving the notice.

(B) Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(C) Payment. The purchase price shall be paid in cash or terms agreed to by the purchaser and seller.

(D) Closing. The sale shall be closed within 30 days following the determination of sale price.

(E) Termination. The closing of purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the Association Certificate hereafter required.

22.3 Certificate. The termination of the Condominium either of the foregoing manners shall be evidenced by an association Certificate setting forth the facts effecting the termination, and the termination shall become effective when recorded in the public records of the County.

22.4 Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the condominium Property and all assets of the Association as tenants common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

22.5 Amendment. This Section 22 cannot be amended without consent of all Unit Owners and all record owners of mortgages of Units.

7. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the date first above set forth.

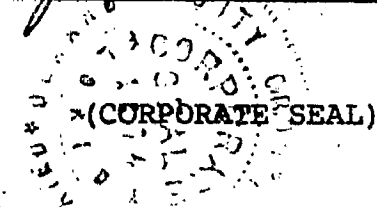
LAKE DORA SHORES
LIMITED PARTNERSHIP
By DeRand Equity Group, Inc.,
General Partner

Witnesses

[Signature]

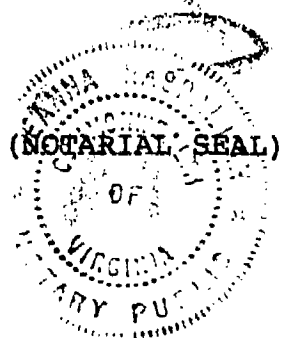
By [Signature]
As its President

[Signature]



STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 20th day of August, 1985 by Dan A. Kelly, as the President of DeRand Equity Group, Inc., a Florida corporation, on behalf of the corporation as the general partner of Lake Dora Shores Limited Partnership, a Florida limited partnership, on behalf of the partnership.



[Signature]
Notary Public

My commission expires: May 9, 1988

CONSENT OF MORTGAGEE

BARNETT BANK OF CENTRAL FLORIDA, N. A. (the Mortgagee), the owner and holder of a mortgage on property situate in Lake County, Florida, more particularly described in said mortgage, which mortgage is recorded in O. R. Book 831, Page 676, Public Records of Lake County, Florida (said mortgage hereinafter called the Mortgage), joins in the foregoing Declaration of Condominium for Shadow Harbour, a Condominium, for the purpose of consenting thereto, and the Mortgagee hereby agrees that the lien of the Mortgage shall be on all of the condominium units more particularly described in the Declaration of Condominium of Shadow Harbour, a Condominium, together with all of the appurtenances thereto, including but not limited to all of the undivided shares in the common elements thereof.

Witnesses:

Kerri K. Richardson

Dan R. Rosen

BARNETT BANK OF CENTRAL
FLORIDA, N. A.

By

Attest

(CORPORATE SEAL)

STATE OF FLORIDA)) SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this
6th day of December, 1985, by Richard D. Hunnicutt **
as the Vice-President of Barnett Bank of Central Florida, N. A.,
a national banking association, on behalf of the association.
**and Janet K. Moore as Real Estate Operations Officer.

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires June 22, 1997
Bonded by American Fidelity Surety Company

(NOTARIAL SEAL)

A CONDOMINIUM OF

LOTS 1 THRU 11, INCLUSIVE, BLOCK 6, ACCORDING TO THE PLAT OF ENOCH J. TOMPKINS SUBDIVISION, IN THE CITY OF MOUNT DORA, FLORIDA, SECTION 31, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE AFORESAID LOT 11 AND RUN THENCE SOUTH $00^{\circ} 20' 00''$ EAST, ALONG THE EAST LINES OF LOTS 1 THRU 11, A DISTANCE OF 271.81 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $89^{\circ} 40' 00''$ EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.05 FEET, TO A POINT ON A SEAWALL, SAID SEAWALL BEING ALONG AND WITH THE WATERS OF LAKE DORA; THENCE NORTHWESTERLY, ALONG SAID SEAWALL, THE FOLLOWING BEARINGS AND DISTANCES: NORTH $15^{\circ} 30' 00''$ WEST 104.69 FEET, NORTH $25^{\circ} 20' 50''$ WEST 100.46 FEET, NORTH $12^{\circ} 36' 33''$ WEST 81.65 FEET, TO THE NORTH LINE OF THE AFORESAID LOT 11; THENCE LEAVING SAID SEAWALL RUN NORTH $89^{\circ} 41' 00''$ EAST, ALONG SAID NORTH LINE OF LOT 11, A DISTANCE OF 197.28 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPURTENANT THERETO. SUBJECT TO EASEMENTS OF RECORD. (CONTAINING 41991 SQUARE FEET).

EACH UNIT IS COMPOSED OF AN APARTMENT, THE DIMENSIONS OF WHICH AS SHOWN HEREON ARE AVERAGE TO UNFINISHED WALLS AND CEILINGS AND TO FINISHED FLOORS AND THUS EACH UNIT (APARTMENT) CONSISTS OF THE SPACE BOUNDED BY VERTICAL PROJECTORY OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS SHOWN FOR EACH RESPECTIVE BUILDING AND RESPECTIVE FLOORS CONTAINED THEREIN, NOT WITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILINGS AND FLOORS DUE TO NORMAL IMPERFECTIONS OF BUILDING MATERIALS AND CONSTRUCTION THE UNITS SHALL CONSIST OF THE SPACE HEREIN DEFINED SUBJECT TO THE EASEMENTS GUIDE IN SUCH EVENTS IN THE DECLARATION OF CONDOMINIUM.

ELEVATIONS BASED ON U.S.C. & G.S. DATUM

ELEVATIONS BEING EXPRESSED IN FEET AND DECIMALS THEREOF.

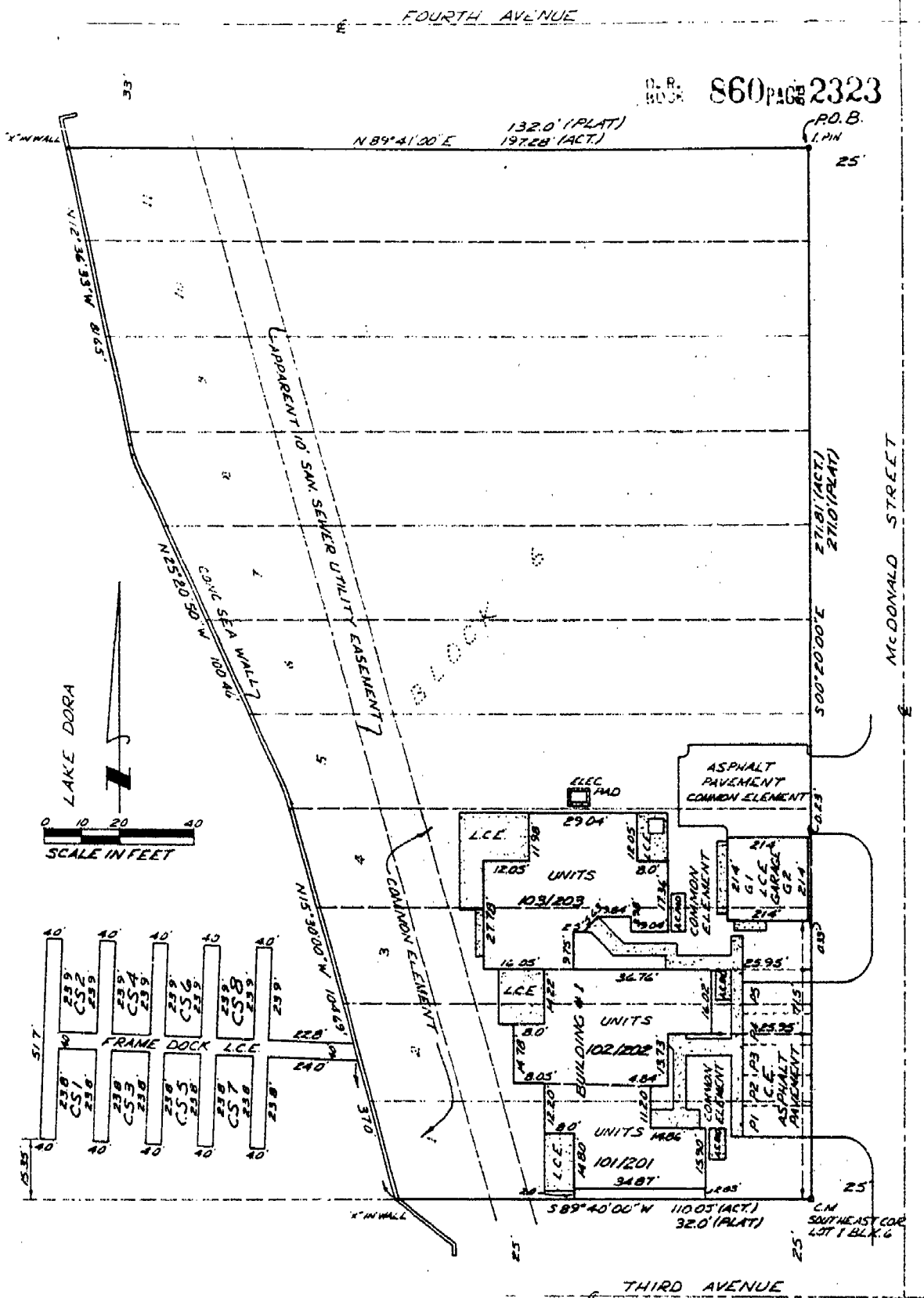
THAT PORTION OF SHADOW HARBOUR LYING ABOVE 65.9 M.S.L. DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

CERTIFICATE:

THE UNDERSIGNED SURVEYOR BEING DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, STATES THAT THIS CONDOMINIUM PLAT OF SHADOW HARBOUR, CONSISTING OF SHEETS 1 THROUGH 4 INCLUSIVE, TOGETHER WITH THE DECLARATION AS RECORDED IN OFFICIAL RECORDS BOOK 860, PAGE 2298, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ARE IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS OF EACH UNIT AND THEIR RELATIVE LOCATION AND APPROXIMATE DIMENSIONS FOR BUILDING 1. THE CONSTRUCTION OF THE IMPROVEMENTS FOR BUILDING 1 OF THE CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL HEREIN, TOGETHER WITH THE PROVISIONS OF THE DECLARATION, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS COMPRISING BUILDING 1 AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSION OF THE COMMON ELEMENTS AND EACH UNIT LOCATED IN SAID BUILDING CAN BE DETERMINED FROM THESE MATERIALS.


HOWARD DURDEN
PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 1916

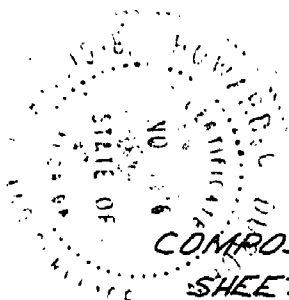




SHADOW HARBOUR A CONDOMINIUM

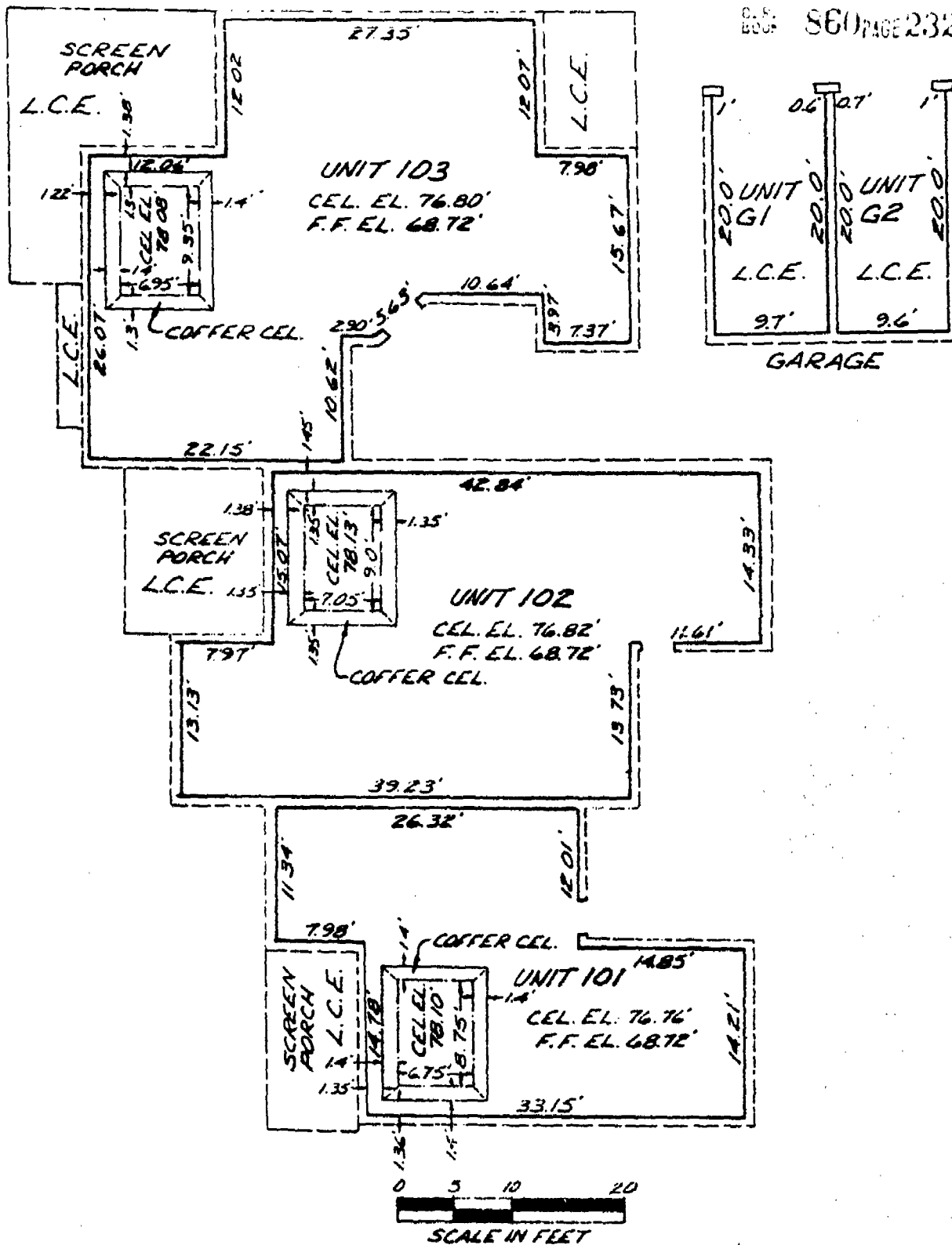
NOTES:

1. BUILDING MEASUREMENTS ARE EXTERIOR DISTANCES.
2. CS - COVERED SLIP
3. PREFIX 1 ON UNITS = 1ST FLOOR
4. PREFIX 2 ON UNITS = 2ND FLOOR



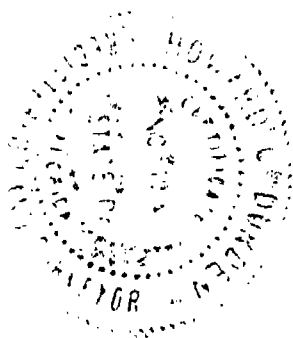
COMPOSITE EXHIBIT "A"
SHEETS 1 THRU 4

SHEET 2 OF 4



SHADOW HARBOUR A CONDOMINIUM

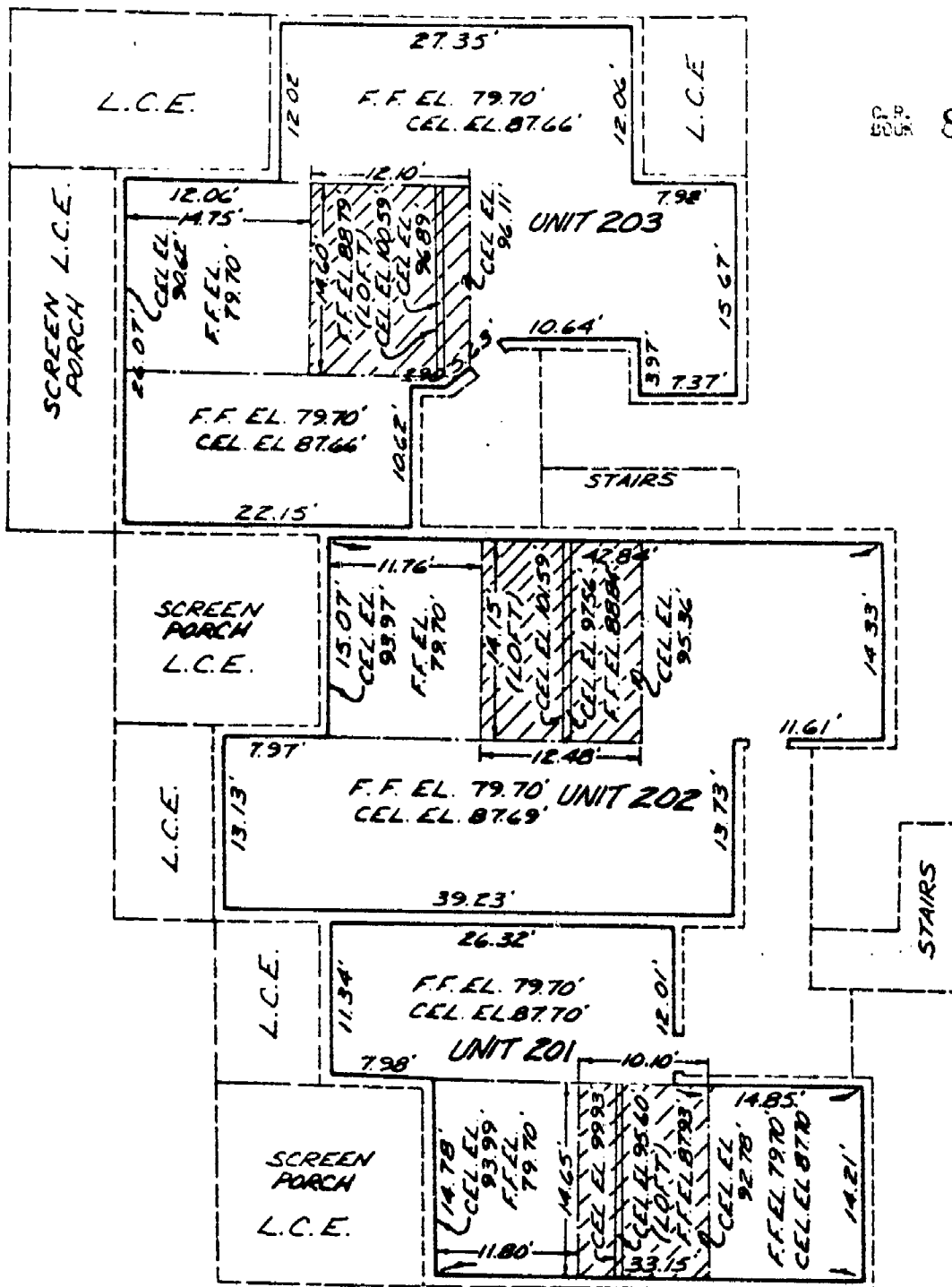
BUILDING # 1 GROUND FLOOR & GARAGE
UNITS 101, 102, 103



NOTES:

1. WALLS ARE 0.86' THICK
2. L.C.E. DENOTES LIMITED COMMON ELEMENT.
3. --- INDICATES EXTERIOR WALLS
4. GARAGE WALLS ARE 0.70' THICK

SHEET 3 OF 4



SHADOW HARBOUR A CONDOMINIUM

BUILDING # 1 2ND FLOOR
UNITS 201, 202, 203

NOTES:

1. WALLS ARE 0.86' THICK
2. L.C.E. DENOTES LIMITED COMMON ELEMENT.
3. --- INDICATES EXTERIOR WALLS
4. [Hatched Box] INDICATES LOFT

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 29, 1985.*

The charter number for this corporation is N10900.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of August, 1985



George Firestone
Secretary of State

WP-104 CER-101

EXHIBIT B

FILED
AUG 23 12 55 PM '85
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name and Definitions

The name of the corporation shall be SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 Florida Statutes, for the operation of Shadow Harbour, a Condominium, on real property situate in Lake County, Florida (the County), to be more particularly described in the declaration of condominium (the Declaration).

ARTICLE 3

Powers

The powers of the Association shall include and shall be governed by the following provisions:

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including those set forth in these Articles and those set forth in the Declaration of Condominium, if not inconsistent with the

Condominium Act, including but not limited to the following

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.
- (b) To use the proceeds of assessments and charges in the exercise of its powers and duties.
- (c) To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
- (d) To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
- (e) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (f) To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
- (g) To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and amendments thereto shall be approved by not less than 51% of the votes of the entire membership of the Association before they shall become effective.
- (h) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of condominium units as may be provided by the Declaration of Condominium and the Bylaws.
- (i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.
- (j) To operate and manage the Condominium within the purpose and intent of the Declaration and the Condominium Act and to contract for the management of the Condominium. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act.
- (k) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose, subject to the provisions of the Condominium Act.

(1) To employ personnel to perform the services required for proper operation of the condominium and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium.

3.3 Purchase of units. Except as provided for living accommodations of management personnel, the Association shall not have the power to purchase a condominium unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without approval of 75% of the entire membership of the Association.

3.4 Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of condominium units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After the transfer or change in the ownership of a unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the unit by instrument of transfer will be a member of the Association and the membership of the prior owner will be terminated. A unit which is owned by more than one person, all owners of the unit shall hold the membership jointly, which membership shall be considered as one membership.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or

transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one vote for each unit owned by the member. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1 Number and qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles and the Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4 Term of first directors. The first board of directors of the Association shall serve and be administered in accordance with the following guidelines and procedures: So long as Lake Dora Shores Limited Partnership, a Florida limited partnership (the Developer) or its successors or assigns hold title to more than 85 percent of the units to be governed by the Association, the Developer shall have the right to appoint all members of the board of directors. When the Developer shall hold title to 85 percent or less of the units to be governed by the Association, the Developer shall have the right to appoint two-thirds of the members of the board of directors and members of the Association, other than the Developer, shall be entitled to elect the remaining one-third of the board of directors at a special members meeting to be held in accordance with the Articles and the Bylaws. Members of the Association other than the Developer are entitled to elect not less than a majority of the members of the board of directors of the Association when (a) three years after fifty percent of the units of the condominium that will be operated ultimately by the Association have been conveyed to members, (b) three months after ninety percent of the

units that will be operated ultimately by the Association have been conveyed to members, (c) when all the units that will be operated ultimately by the Association some of them have been conveyed to members, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever of the above (a), (b) or (c) occurs first. Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the board of directors so long as the Developer holds for sale in the ordinary course of business at least five percent of the units of the condominium. The Developer and members of the Association other than the developer, shall have the rights and responsibilities granted by §718.301, Florida Statutes, as it exists on the date of incorporation of the Association. Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint directors and cause its representatives to resign as directors.

5.5 First directors and officers. The name and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dan R. Kiely	2201 Wilson Blvd. Arlington, Virginia 22201
Bernitta Ostermeier	2201 Wilson Blvd. Arlington, Virginia 22201
James S. Audia	2201 Wilson Blvd. Arlington, Virginia 22201

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Dan R. Kiely 2201 Wilson Blvd. Arlington, Virginia 22201
Vice President and Secretary	James S. Audia 2201 Wilson Blvd. Arlington, Virginia 22201
Treasurer and Assistant Secretary:	Bernitta Ostermeier 2201 Wilson Blvd. Arlington, Virginia 22201

ARTICLE 7

Indemnification

Every director and officer of the Association, and every

member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party or in which such person may become involved by reason of that person being or having been a director or officer of the Association or by reason of that person serving or having served the Association at its request, whether or not that person is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled. The Association shall have the right, as a common expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8

Bylaws

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner.

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

- (a) by not less than 66% of the entire membership of

the board of directors and by not less than 66% of the votes of the entire membership of the Association; or

(b) by not less than 75% of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in § 3.3 to 3.6 inclusive of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of the Condominium.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

ARTICLE 10

Term

The term of the Association shall be perpetual.

ARTICLE 11

Office

The Association shall initially have an office c/o DeRand, 2201 Wilson Boulevard, Arlington, Virginia 22201.

ARTICLE 12

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Robert W. Wilson	17th Floor CNA Building Orlando, Florida
Olyne Driggers	17th Floor CNA Building Orlando, Florida
Shelley Weissman	17th Floor CNA Building Orlando, Florida

IN WITNESS WHEREOF the subscribers have executed these Articles as of August 14, 1985.

Robert W. Wilson
Olyne Driggers
Shelley Weissman

STATE OF FLORIDA

COUNTY OF ORANGE

Robert W. Wilson, Olyne Driggers and Shelley Weissman appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on August 14, 1985.

Charles K. Toss
Notary Public

(NOTARIAL SEAL)

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 19, 1988
Bonded thru Troy Felt Insurance, Inc.

BYLAWS

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

1. Identity. These are the Bylaws of SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, a corporation not for profit under the laws of the State of Florida. The Articles of incorporation of the Association were filed in the office of the Secretary of State of Florida on August 29, 1985. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (the Condominium Act), which condominium is identified as Shadow Harbour, a Condominium, which is located on real property situate in Lake County, Florida (the County), more particularly described in the Declaration of Condominium.

1.1. The office of the Association shall be at the Condominium, 343 McDonald Street, Mt. Dora, Florida 32757.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members

2.1. Roster of members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of the owner's title substantiating the owner's membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2. Annual meeting. The annual members' meeting shall be held in December of each year at such time and place in the County, as a majority of the board of directors shall determine. The purpose of the meeting shall be to elect directors and to

transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is more than 60 days from such annual meeting, a special meeting shall be held to satisfy the requirements of F.S. § 718.30.

2.3. Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. A special meeting may also be called to recall a member or members of the board of directors, which may be called pursuant to the provisions of F.S., §718.112(2)(g), as amended, 1984.

2.4. Notice of meeting of members stating the time and place and the objects for which the meeting is called shall be given by the party or parties authorized by these Bylaws calling the meeting. A copy of the notice shall be posted at a conspicuous place at the condominium and a copy shall be delivered (if allowed by the Condominium Act)) and mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery and mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery and mailing of the notice shall be effected not less than 14 days nor more than 40 days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Proof of mailing shall be by post office certificate of mailing and such certificate shall be retained in the Association records. The right to receive notice of the annual meeting may only be waived prior to the 14 day notification period. Notwithstanding the foregoing, if notice is mailed to members, delivery of notice shall not be required. Notice of a meeting may be waived before or after the meeting, except as otherwise provided herein. Members may waive notice of meetings by written instrument and members may take action by written agreement without meetings; provided, however, members may not take action without a meeting for the annual meeting relating to budget matters and statutory reserves, as required by the Condominium Act.

2.5. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act.

2.6. Voting.

a. In any meeting of members the owners of units shall be entitled to cast one vote for each condominium unit owned.

b. If a unit is owned by one person, the owner's right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association; provided, however, that if a unit is owned by husband and wife, such certificate shall not be required. If title to a unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the meeting and matters designated in the proxy. The proxy shall be valid for a lawfully adjourned meeting thereof, unless otherwise specified in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. No proxy shall be valid for a period longer than 90 days after the date of the first meeting specified in the proxy. Proxies shall be revocable at any time by the grantor of the proxy.

2.8. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by the President or in his absence by another officer of the Association designated by the board of directors
- b. Election of chairman of the meeting

- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Appointment or election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than five directors, the exact number to be determined at the time of election.

3.2. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of three members shall be appointed by the board of directors not less than 20 days prior to the annual members' meeting. The committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Subject to the provisions of §718.301 of the Condominium Act, any director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by agreement in writing of such majority. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

3.3. The term of each director's service shall be determined in the following manner. At the time the members of the Association other than Lake Dora Shores Limited Partnership (including its successors and assigns), shall be entitled to elect all of the directors of the Association, the directors shall be classified with respect to the time for which they shall severally hold office by dividing them into three classes, each class consisting of one-third of the directors and each director of the Association shall hold office until his successor shall be elected and shall qualify. At such meeting of the members at which the members shall first elect all of the directors of the Association, the directors of the first class shall be elected for a term of one year; the directors of the second class shall be elected for a term of two years; and the directors of the third class shall be elected for a term of three years. Such meeting for the election of directors of the Association as provided by §718.301, F.S., shall be held and called pursuant to the terms of §718.301, F.S. At each annual election of directors thereafter, the successors to the class of directors whose terms shall expire that year shall be elected to hold office for the term of three years, so that the term of office of one class of directors shall expire in each year.

3.4. The organization meeting of a newly-elected board of directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. Except in the event of emergency meetings, a notice of all meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

3.7. All meetings of the board of directors shall be open to all members of the Association.

3.8. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be

deemed equivalent to the giving of notice.

3.9. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.10. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13. Directors fees, if any, shall be determined by the members.

3.14. Minutes of all meetings of the board of directors or members shall be kept in a book available for inspection at all reasonable times by members or their authorized representatives and the board of directors. The Association shall retain minutes of meetings for a period of seven years or such other period of time as may be designated by the Condominium Act.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required. The Association shall, however, in any event retain at

all times the powers and duties granted it by the Condominium Act.

5. Officers.

5.1. The Executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary (if determined to be necessary by the Board of Directors), all of whom shall be elected annually by the board of directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the directors. There may be two Vice Presidents, and a Vice President may also be a Secretary or a Treasurer. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the board of

directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.7. The compensation, if any, of all employees of the Association shall be fixed by the directors. The provision that directors' fees or officers compensation shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for various accounts established according to generally accepted accounting principles. The budget shall include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act.

a. Copies of a proposed budget and proposed assessments shall be mailed or delivered (if allowed by the Condominium Act) to each member not less than 30 days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of the time of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

b. If an adopted budget requires assessment against the unit owners in any calendar year exceeding 115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual

basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made, or 10 days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in the amount shall be due on the first day of each month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as required in these Bylaws.

6.4. Assessments for charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by the Association in the manner set forth in the Declaration of Condominium.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. Notice of Meeting - Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

6.7. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys from those accounts shall be

only by checks signed by such persons as are authorized by the directors.

6.8. An audit of the accounts of the Association shall be made annually by a committee appointed by the Board of Directors or by a certified public accountant if such audit is requested by 51% of the entire membership of the Association and a copy of such audit report, if any, shall be furnished to each member not later than April 1 of the year following the year for which the audit is made. Otherwise the board of directors shall furnish a financial report in customary form to each member not later than April 1 for the prior year.

6.9. Directors Insurance And Fidelity Bonds may be required by the board of directors from all persons handling or responsible for Association funds. The requirements for obtaining such bonds, the amount of those bonds and the sureties shall be determined by the directors and as required by the Condominium Act. The premiums on the bonds shall be paid by the Association. The board of directors is also authorized to obtain and pay for director's liability insurance.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

8. Arbitration of Disputes. Disputes arising in the operation of the condominium, between unit owners, the Association, and their respective agents and assigns shall be subject to the provisions of the Declaration of Condominium, the Rules and Regulations and the Condominium Act (which shall prevail over all other provisions of this bylaw), if any, and the rules and regulations promulgated thereunder by the Division of Florida Land Sales and Condominiums.

9. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

9.1. Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 60% of the entire membership of the board of directors and by not less than 66% of the votes of

the entire membership of the Association; or

b. by not less than 75% of the votes of the entire membership of the Association; or

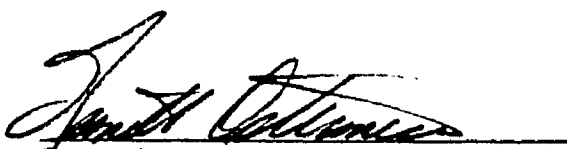
c. until a majority of the directors are elected by members other than the Developer of the condominium, a majority of the directors.

9.3. Proviso. Provided, however, that no amendment shall discriminate against any member nor against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation, the Declaration of Condominium or the Condominium Act.

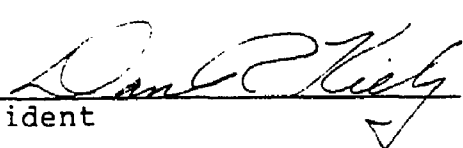
9.4. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended: new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators or words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw.....for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9.5. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

The foregoing were adopted as the Bylaws of the Association, a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on August 30, 1985.


Asst. Secretary

APPROVED:


President

REC

193.00

DECLARATION OF CONDOMINIUM
OF SHADOW HARBOUR, A CONDOMINIUM

DECLARATION OF CONDOMINIUM made as of August 20, 1985 (the Declaration) by LAKE DORA SHORES LIMITED PARTNERSHIP, a Florida limited partnership, having a mailing address c/o DeRand, 2201 Wilson Boulevard, Arlington, Virginia 22201 (the Developer), for and on behalf of the Developer, its successors, assigns, and its grantees.

The Developer hereby declares as follows:

1. Purpose. The purpose of this declaration is to submit the fee title of the real property hereinafter described and improvements located hereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

2. Name and Address. The name of the Condominium is Shadow Harbour, a Condominium, having an address at 343 McDonald Street, Mt. Dora, Florida 32757.

3. Real Property. The real property owned in fee title by the Developer, is submitted by this Declaration to the condominium form of ownership, which real property is situate in Lake County, Florida and is more particularly described as follows:

Lots 1 to 11, inclusive, in Block 6, of Property of Enoch J. Tompkins, according to the plat thereof, as recorded in Plat Book 5, page 7, of the Public Records of Lake County, Florida.

4. Certain Definitions. The terms used in this Declaration and all exhibits attached hereto, unless the context otherwise specifies or requires, shall have the meanings stated in the Condominium Act and as follows:

(A) "Articles of Incorporation" means the Articles of Incorporation attached hereto as Exhibit B and any filed amendments thereto of the Association.

(B) "Assessment" or "Assessments" means the cost of maintenance, repair and management of the Condominium Property which is to be paid by the Unit Owner or Unit Owners and includes but is not limited to amounts necessary to meet Common Expenses. Assessment shall also include special assessments where such special assessments are duly adopted by the Association.

(C) "Association" means Shadow Harbour Condominium Association, Inc., a Florida corporation not for profit and its successors.

This instrument prepared by:

Robert W. Wilson, of
✓ AKERMAN, SENTERFITT
& EIDSON
17th Floor, CNA Building
P.O. Box 231
Orlando, Florida 32802

DEC 13 11 09 AM '85

RECORDED AND INDEXED
JAN 10 1986
CLERK OF COURT
LAKE COUNTY, FLA.

(D) "Association Certificate" means a certificate of the Association in recordable form signed by the President or Vice-President and Secretary or Assistant Secretary of the Association.

(E) "Board of Directors" means the duly qualified members of the Board of Administration of the Association.

(F) "Building and Improvements" means the structures and improvements located on the Real Property.

(G) "Bylaws" means the Bylaws attached hereto as Exhibit C and adopted by the Association and any duly adopted amendments thereto.

(H) "Common Elements" means those portions of the Condominium Property not included within the Units, including personal property required for the enjoyment, maintenance and operation of the Condominium.

(I) "Common Expenses" means (i) expenses of administration, maintenance, operation, insurance, repair and betterment of the Common Elements, including those portions of Units to be maintained and repaired by the Association, and all other costs and expenses required to fulfill the duties of the Association, (ii) all expenses declared to be Common Expenses by this Declaration and the Bylaws of the Association and (iii) any valid charge imposed against the entire Condominium Property.

(J) "Common Surplus" means all receipts of the Association, including but not limited to assessments, rents, profits and revenues, in excess of the aggregate amount of Common Expenses.

(K) "Condominium Documents" means this Declaration, all exhibits attached hereto and the survey and plot plan of the Condominium, designated as Exhibit A and recorded in the Public Records of Lake County, Florida, as the same from time to time may be amended.

(L) "Condominium Parcel" and "Condominium Property" shall have the meanings set forth in the Condominium Act.

(M) "County" means Lake County, Florida.

(N) "Insurance Trustee" means the Association, or any successor designated by the Association.

(O) "Licensed Architect" means an Architect licensed to practice in the State of Florida.

(P) "Limited Common Elements" (LCE) means those portions of the Condominium Property which are reserved for the use of a certain Unit to the exclusion of other Units and consists of patios, screened porches, balconies, boat docks and garages which are identified on Exhibit A.

(Q) "Rules and Regulations" means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association relating to the use of the Condominium Property.

(R) "Unit" means unit as defined by the Condominium Act, referred to therein as a condominium parcel and sometimes referred to as an apartment.

(S) "Unit Owner" means the person, persons, or legal

entity holding title in fee simple to a Unit.

(T) "Utility Services" means but is not limited to electric power, gas, water, telephone, sewer, drainage, television communication, and garbage and sewage disposal.

5. Survey and Plot Plan of Condominium. A survey and plot plan, entitled Exhibit A, of the Real Property and showing the Buildings and Improvements constructed hereon, is recorded in the Public Records of the County as indicated on the bottom margin of the first page of this Declaration. Each of the Units is a residential apartment as designated, identified and shown on Exhibit A.

6. Changes in Units.

(A) Alteration of Units. The interior plan of a Unit may be changed by the owner thereof, and the boundaries (including boundaries which may be part of the Common Elements) between units may be changed by the owners of the Units affected subject to the consent of the mortgagee or mortgagees thereof, if any. Units may not be subdivided nor shall changes in boundaries of Units encroach upon Common Elements, except as otherwise provided herein. Changed boundary or interior walls must be equal in quality of design and construction to existing boundary or interior walls. Any changes in the boundaries of Units shall be effected in accordance with plans prepared by a Licensed Architect, which plans shall be first filed with and approved by the Association. Any change which is made within a Unit or in its boundaries shall also observe the requirements of the section concerning Maintenance, Alteration and Improvement.

(B) Required Amendment of Declaration. An amendment to this Declaration is required where there are changes in boundaries between Units except where adjacent Units affected are owned by the same Unit Owner. Plans of the Units concerned showing the Units after the change in boundaries and prepared by a Licensed Architect shall be attached to said amendment as exhibits, together with the certificate of an architect or engineer as required by the Condominium Act. Changes in boundary walls shall note effect a change in the apportionment of the individual share and interest in the Condominium, including the undivided share in the Common Elements and Common Surplus. The amendment shall be also approved by the Board of Directors and signed and acknowledged by the Association. Said amendment shall also be signed and acknowledged by all lienors and mortgagees of the Units concerned, after approval by such lienors and mortgagees but it need not be approved or signed by owners of Units not affected by changes in boundaries.

7. Easements. Easements have been reserved through the Condominium Property and are covenants running with Real Property of the Condominium.

(A) Utility Easements. Utility Easements are reserved as may be required for Utility Services in order to serve the Condominium and Units. Such easements through a Unit have been installed substantially according to the Plans and Specifications or as the Buildings and Improvements have been constructed, unless otherwise approved in writing by the Unit Owner.

(B) Other Easements. The Condominium Property is subject to easements for encroachments which now exist or

hereafter exist caused by settlement or movement of any improvements upon the condominium Property or caused by minor inaccuracies in construction or reconstruction, which encroachments shall be permitted to remain undisturbed. The encroachments shall give rise to an easement for the same and the maintenance thereof, which shall continue until such encroachments may no longer exist. Any dumpster or similar trash collection equipment and appurtenances located on the condominium Property, shall be available for use for trash collection purposes for the benefit of the Condominium and the Unit Owners.

(C) Unit Owners. Easements are reserved to Unit Owners for (i) pedestrian traffic over, through and across sidewalks, paths, walks, walkways, driveways, entrances to buildings, and stairways, if any, as the same may from time to time exist upon the Common Elements and (ii) vehicular traffic over, through and across such portions of the common Elements as may be designated and intended for such purpose. In no event, shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the condominium Property not designated as a parking area.

(D) Intended Creation of Easement. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

8. Buildings and Improvements.

(A) Buildings. The Condominium consists of buildings and improvements thereto, as more particularly shown and described on Exhibit A and recorded as set forth on the bottom margin of the first page of this Declaration.

(B) Other Improvements. The Condominium includes landscaping, automobile parking space and other facilities and improvements located substantially as shown on the Plans and Specifications.

9. Unit Boundaries. Each Unit shall include such portions of a building that lie within the boundaries of a Unit, which boundaries are as follows:

(A) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the perimetrical boundaries. The upper boundary of a Unit shall be the plane of the lower surface of the unfinished ceiling and the lower boundary shall be the plane of the upper surface of the finished floor slab. Units are located in the buildings as more fully designated on Exhibit A.

(B) Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the vertical planes of the dry wall or plaster of the walls bounding the Unit

extended to intersections with each other and with the upper and lower boundaries.

10. Common Elements. The Common Elements include the Real Property and all other parts of the Condominium not within the Units, including but not limited to landscaping, structural portions of walls and roofs, roofs, ground floor slabs, second floor slabs and ceilings, automobile parking areas, and other accessory areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. Unless prohibited by the Condominium Act, the Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the Bylaws.

11. The Units. There are 16 Units, all of which are more particularly described and the right and obligations of their owners established as follows:

(A) Apartment Description and Location. The 16 Units are designated and numbered as indicated below and are located and numbered in the buildings as designated on Exhibit A.

(B) Appurtenances to Apartments. Appurtenant to each Unit shall be an undivided share and interest in the Condominium Property, including but not limited to the undivided share in the Common Elements and in the Common Surplus which shares and interest are as follows:

	<u>Share</u>	<u>Aggregate</u>
Units 101, 106, 201 & 206	.0450	.1800
Units 102, 103, 104, 105, 107, 108, 202, 203, 204, 205 & 207	.0683	.7513
Unit 208	.0687	.0687
Total		1.0000

The 16 Units together with the appurtenances thereto comprise 100 percent of the Condominium Property.

(1) Automobile Garages and Parking Spaces. The Common Elements include parking areas for automobiles of Unit Owners and their guests. Garages which are Limited Common Elements will be assigned and reserved by the Developer for the specific use of designated Units. Additional parking spaces if available, may be also assigned by the Developer to Unit Owners, however, the Board of Directors reserves the right to reassign those parking spaces to Unit Owners. Motorcycles may only be parked in areas designated as such by the Association, but in no event shall motorcycles be parked on or in Limited Common Elements (except for garages). Boats and boat trailers may not be parked or stored on the Common Elements or the Condominium Property, except such areas, if any, which may be designated for that purpose by the Board of Directors. The Association shall have the power to move or tow away improperly parked automobiles, motorcycles, boats or boat trailers and the Association is specifically granted the rights and benefits of 715.07, Florida Statutes.

(2) Boat Docks. Boat docks are Limited Common Elements and will be assigned and reserved by the

Developer for the specific use of designated Units.

(3) Association Membership and Voting Rights. The membership of each Unit Owner in the Association entitles each Unit Owner to an interest in the assets of the Association. As provided by the Bylaws, each Unit Owner is a member of the Association and is entitled to one vote for each Unit owned.

12. Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses. Such share shall be in the same percentage as the undivided share in the Common Elements appurtenant to the Owner's Unit.

13. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and its improvement shall be as follows:

13.1 Units.

(A) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All boundary walls of a Unit (including dry wall, plastered surfaces or sheetrock forming the boundary walls), and all portions of a Unit contributing to the support of the Building and improvements, which portions to be maintained shall include but not be limited to the outside walls of the Building and all fixtures on its exterior, structural floor and ceiling slabs, roofs, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained within a Unit that service part or parts of the Condominium other than the Unit in which they are contained.

(3) All incidental damages caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) Common Elements.

(5) Limited Common Element, except as otherwise provided herein.

(B) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the owner's Unit except those portions to be maintained, repaired and replaced by the Association. Each Unit Owner shall be responsible for the maintenance, repair or replacement of the plastered surfaces, dry wall or sheetrock within the Unit or forming the boundaries of the Unit, if such maintenance, repair or replacement is necessitated by the Unit Owner's use of the Unit. The foregoing obligation of the Unit Owner shall be performed without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at the owner's expense shall include but not be limited to the following items: air conditioner and air handling equipment for space cooling and heating (including any portions thereof which may be located outside of the boundaries of the Unit), refrigerator, electric range, range hood, dishwasher and electric water heater; interior fixtures

such as electrical and plumbing fixtures, including any electrical wires or pipes located within the interior boundaries of the Unit; windows, screens, doors, inside paint and other inside wall finishes and floor coverings except the floor slab. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth in Section 13.1(A) of this Declaration, if such required maintenance and repair is required because of the negligence or misuse of the Condominium Property or Unit by a Unit Owner, such Unit Owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be a charge to the Unit Owner concerned as a special charge and may be collected and enforced in accordance with the laws of Florida, including the right of the Association to file a claim of lien against the Unit which may be foreclosed pursuant to the laws of Florida. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense. In the event that the Unit Owner does not maintain, repair and replace that portion of the Unit required to be maintained, repaired, and replaced at the Unit Owner's cost and expense, and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Condominium Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the Unit, and such cost of maintenance, repair or replacement shall be charged by the Board of Directors to the Unit Owner concerned as a special charge and may be collected and enforced in the same manner as provided above and provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

(4) Not to paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the Buildings, including the Common Elements, Limited Common Elements and the door or doors to the Unit; however, the Unit Owner may install a screen door on the owner's Unit at the Unit Owner's expense, provided, however, such improvements must be approved by the Board of Directors, or a committee appointed by the Board of Directors, it being the intent herein that all such screen doors shall be of uniform appearance insofar as practical. The Unit Owner shall be responsible for the maintenance of such screen door. Television or radio aerials or antennas of any nature are prohibited beyond the boundary lines of a Unit.

(5) To promptly report to the Association any defect or need for repair and replacement for which the Association is responsible.

(C) Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration to or remove any portion of a Unit that is to be maintained by the Association, or make any additions to Units, or do anything that would jeopardize the safety or soundness of the Building or Improvements, or impair any easement, without first obtaining approval in writing of owners of

all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by a Licensed Architect shall be filed with the Association prior to the start of the work.

13.2 Common Elements.

(A) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are Units or are contiguous to the Condominium Property or not, or whether Association retains any lease in its own name or subleases undivided percentages to the Unit Owners in the Condominium.

(B) Alteration and Improvement. There shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval either in writing or by vote by the record Unit Owners of not less than 66% of the Common Elements of the Condominium except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work or acquisition shall not be charged against a mortgagee that acquires its title as the result of owning a mortgage upon a Unit unless such mortgagee shall approve the alteration or improvement or acquisition, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expense, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition.

(C) Additional real property acquired by the Association may be added to the Real Property of the Condominium. This shall be accomplished by an amendment to this Declaration that includes the description of the additional real property and submits the same to the Condominium pursuant to the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. The amendment when recorded in the Public Records of the County, shall divest the Association of title to the additional real property and shall state that it conveys all interest of the Association to and vests title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(D) Additional real property acquired by the Association that is not incorporated into the Condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing or by vote by the record Unit Owners of not less than 75% of the Common Elements. Approval shall be evidenced by an Association Certificate stating that the approval was duly given, which shall be delivered to the purchaser or mortgage of such additional real property.

(E) Any personal property acquired by the Association may be sold, financed, mortgaged or otherwise disposed of by

the Association.

2. Assessments. The making and collection of Assessments from Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

14.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the apartment owned by the Unit Owner.

14.2 Interest; Application of Payments. Assessments and any installments thereof not paid on or before ten days after the date when due shall bear interest at the rate of 12% per annum, or at such rate of interest as may be set by the Board of Directors, from the date when due until paid. All payments on account shall be first applied to interest and then to the Assessment payment first due.

14.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

A mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which become due prior to the acquisition of title of the Unit by the mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the mortgagee.

14.4 Rental Pending Foreclosure. In any foreclosure of a lien for failure to pay Assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

3. Operation of the Condominium. The operation of the Condominium shall be by the Association pursuant to the Articles of Incorporation, the Bylaws and the following provisions:

15.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, other Unit Owners or third parties.

15.2 Restraint Upon Transfer of Assets. The share of Unit Owner in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Unit.

15.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or

not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

15.4 Roster of Unit Owners and Mortgagees.

(A) Unit Owners. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners. If required by the Association, each Unit Owner shall furnish the Association a certified copy of the appropriate public record evidencing the Unit Owner's title.

(B) Mortgagees. Where the Association has been given notice and the necessary information, the Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage on a Unit in the Condominium. Such notice shall consist of a photo copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a photo copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

(C) Information and Rights of Mortgagee. A mortgagee shall be entitled, upon written request to the Association, to a financial statement for the immediately preceding fiscal year. A mortgagee or insurer of the condominium property shall upon request to the Association, be entitled to written notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property for any Unit on which there is a mortgage held, insured or guaranteed by a mortgagee, or eligible insurer or guarantor, as may be applicable;

(2) Any delinquency in the assessments or charges owned by a Unit Owner which is subject to a mortgage of mortgagee held, insured or guaranteed by the mortgagee, eligible insurer or guarantor, which delinquency remains incurred for a period of 60 days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action which would require the consent of a specific percentage of the mortgagees.

15.5 Authority. The Association shall have all of the powers and authority reasonably necessary to operate the Condominium in accordance with this Declaration, the Articles of Incorporation, the Bylaws and the Condominium Act, including but not limited to enforcement of the terms of this Declaration.

4. Insurance. Insurance (other than title insurance) which shall be carried on the Condominium Property and the property of Unit Owners shall be governed by the following provisions:

16.1 Purchase; Named Insured.

(A) Purchase. All insurance policies on the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(B) Approval. The insurance agency, insurance company, amount of fire and extended coverage insurance policy (including flood insurance if applicable), and the form of policy for such insurance shall be subject to approval by the commercial bank, savings bank, savings and loan association, insurance company or real estate or mortgage investment trust (hereinafter referred to as an institutional Mortgagee) which according to the roster of mortgagees, at the time for approval is the owner and holder of the greatest number of unsatisfied mortgages on Units in the Condominium. Such approval may be obtained by directing to the Institutional Mortgagee, having the right of approval, a request in writing for approval or disapproval within ten days after the receipt of the request by the Approved mortgagee. If response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(C) Named Insured. The named insured shall be the Association individually and as agent for the Unit Owners without naming them and shall include the mortgagees of Units which are listed in the roster of mortgagees. All policies and endorsements thereto shall be deposited with the Insurance Trustee and such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the terms of this Declaration. Unit Owners may obtain insurance coverage at their own expense for their personal property and for their personal liability and living expense.

(D) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association to a mortgagee upon request of the mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of any policy which is being renewed or replaced, whichever date shall first occur.

16.2 Coverage.

(A) Casualty. All Buildings and Improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as may be determined annually by the Board of Directors, subject however to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement and (ii) such other risks as from time to time shall be customarily covered with respect to similar buildings and improvements, including, but not limited to, vandalism and malicious mischief. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and

heating, dishwasher, disposal, refrigerator, electric water heater, electric range, range hood, attached cabinets, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures, inside paint and other inside wall finishes and floor coverings except the floor slab.

(B) Public Liability. Public liability insurance shall be carried in amounts and with coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner.

(C) Worker's Compensation. Worker's compensation insurance shall be carried to meet the requirements of law and other insurance shall be carried as the Board of Directors shall determine.

(D) Failure to Procure or Pay for Insurance. In the event the Association fails to procure or pay the premiums when due for the insurance described in this paragraph 16.2, or should the Association otherwise fail to comply with the insurance requirements of this Declaration, then and in that event, the mortgagee holding the greatest dollar volume of mortgages on the Units, shall have the right, at said mortgagee's option, to order insurance policies and to advance premium payment for such insurance, and to the extent of the money so advanced by said mortgagee, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the Unit Owners for the payment of such item of common expense.

16.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be charged against such owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

16.4 Insurance Trustee: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee for the benefit of the Unit Owners and their mortgagees pursuant to the terms of this Declaration. The Association shall be liable for payment of premiums, for the renewal or the sufficiency of policies and for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive the proceeds as are delivered to the Insurance Trustee and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of Unit Owners and their mortgagees in the following shares.

(A) Unit Owners. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Owner's Unit.

(B) Mortgagees. In the event a mortgagee endorsement has been issued for a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate

in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

16.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be paid by the Association.

(B) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(D) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely on an Association Certificate as to the names of the Unit Owners and their respective shares of this distribution.

16.6 Association of Agent. The Association is irrevocably appointed agent, for each Unit Owner and for each owner of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.7 Benefit of Mortgagees. Certain provisions in this paragraph 16 are for the benefit of mortgagees of Condominium Parcels, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

5. Reconstruction or Repair After Casualty: Eminent Domain.

17.1 Determination to Reconstruct or Repair. Whether the Condominium Property damaged by casualty, shall be reconstructed

or repaired shall be determined as follows:

(A) If Units to which 50% or less of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after casualty, the damaged property shall be reconstructed or repaired.

(B) If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after casualty, then whether the Condominium Property shall be reconstructed or not shall be determined as follows:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after receipt of the foregoing estimates, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments, if any, required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 66% of the Common Elements, the damaged property will be reconstructed or repaired. If not so approved, the Condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in a writing filed with the Association or prior to the meeting. The cost of such determination shall be considered a Common Expense.

(3) The Insurance Trustee may rely upon an Association Certificate regarding reconstruction or repair.

17.2 Report of Damage. If any part of the Condominium Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

(A) Date and cause of damage.

(B) Whether the damaged property will be reconstructed and repaired or the Condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

(C) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(D) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of the Building and Improvements.

(E) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimate cost of each owner for reconstruction and repair.

(F) The Insurance Trustee shall approve the manner of

determining the estimated costs of reconstruction and repair and the findings as to whether the damaged property includes structural parts of the Buildings and Improvements, or the report of damage shall be substantiated by an attached report of a Licensed Architect.

17.3 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the Plans and Specifications. If the reconstruction or repair is not substantially in accordance with the Plans and Specifications, then any changes thereto shall be approved by the (i) Board of Directors of the Association, (ii) owners of not less than 66% of the Common Elements, (iii) owners of all Units which are to be reconstructed, which approval shall not be unreasonably withheld and (iv) mortgagees of all Units included in the preceding item (iii).

17.4 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property.

17.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in an amount sufficient to provide funds to the payment of such costs. Assessments shall be in proportion to the owners' share in the Common Elements.

17.6 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which may consist of proceeds of insurance and the sums collected from of the casualty, shall be disbursed in the following manner and order:

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be first paid or provision made for payment.

(B) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

17.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(A) Insurance Trustee. The proceeds of insurance collected on account of casualty together with the sums deposited with the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and

repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$100,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the Building.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$100,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and after approval of a Licensed Architect employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair is the responsibility of a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may determine.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, the balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, the part of a distribution to a Unit Owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Mortgagee. When a mortgagee is required by this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

(6) Approval of an architect named by the Association shall be first obtained by the Association before disbursement in payment of costs of reconstruction and repair in the following circumstances:

(a) When the report describing the loss states that the damage to the Condominium Property includes structural parts of the Building and Improvements.

(b) Upon request of the Association or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(c) When the report of loss made by Association shows that the estimated costs of reconstruction and repair are in excess of \$100,000.00.

17.8 Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the

terms of this Declaration. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee, and in the event of failure to do so, in the discretion of the Board of Directors, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(A) Unit Reduced But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Unit Owner and mortgagee.

(3) There shall be no adjustment in the shares of the Common Elements appurtenant to the Units in the Condominium so long as the Unit may be made tenantable.

(B) Unit Made Untenantable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, remittance being payable jointly to the owner and mortgagee. If the amount of the award exceeds the market value of such a Unit, the balance of the award shall be paid over to the Association; provided, however, that if the amount of unpaid principal and accrued interest of the mortgage of the Unit is in excess of the market value of the Unit, the award for the Unit shall be paid jointly to the owner and mortgagee to the extent the award is sufficient to satisfy the mortgage indebtedness on the Unit. Any surplus after payment of the mortgage indebtedness shall then be distributed to the Association.

(2) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common

Elements.

(3) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitable adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by recomputing the shares of the remaining owners in the Common Elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by charges against all Unit Owners except the owner of the condemned unit. Such charges shall be made in proportion to the shares of such owners in the Common Elements after the change effected by the taking.

(C) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceeding shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to condemnation.

(D) Amendment of Declaration. Changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment to this Declaration which need be approved only by a majority of the members of all of the Board of Directors.

17.9 Reliance Upon Certificates. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon an Association Certificate stating:

(A) Whether the damaged or condemned property will be reconstructed and repaired or the condominium terminated.

(B) Whether or not payments upon assessments against Unit Owners shall be deposited with the Insurance Trustee.

(C) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(D) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a Unit Owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

2. Use Restrictions. The use of the Condominium shall be in accordance with the following provisions:

18.1 Units. Each Unit shall be occupied only as a residence by a single family, its servants and guests, but in no event shall a one bedroom Unit be occupied as a residence by more than three persons at any one time nor may two bedroom Units be occupied by more than five persons at any one time. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show changes in the Units to be affected thereby. Subject to the provisions of the Rules and Regulations, small household pets may be kept by Unit Owners within the Units. Such pets may not be kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors. The Board of Directors shall have the right to adopt reasonable rules and regulations relating to the type and number of household pets that may be kept in the Units.

18.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of Unit Owners.

18.3 Nuisances and Pets. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the owner's Unit to make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property. The size, number and type of pets may be controlled by the Board of Directors or by the Rules and Regulations.

18.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be maintained, modified or repaired in the same manner as the responsibility for maintenance and repair of the property concerned is set forth in Section 13 of this Declaration.

18.5 Leasing. Subject to the provisions of this Declaration, entire Units may be rented, provided the occupancy is only by the lessee, lessee's family, servants or guests. No rooms or parking spaces may be rented, except as an appurtenance to a Unit or to another Unit Owner.

18.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Developer or the Association.

18.7 Regulations. The Rules and Regulations concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and Bylaws. The Rules and Regulations may provide for reasonable monetary fines against Unit Owners who violate the Rules and Regulations or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations. Copies of the Rules and Regulations shall be furnished by the Association to all Unit Owners and residents of the Condominium on request.

18.8 Developers Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium

Property shall interfere with the sale of Units. The developer may make such use of the unsold Units and Common Elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold Units on such terms as the Developer determines, model apartments, the showing of the Condominium Property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and Units. The Developer shall have the right to enforce the provisions of this paragraph, including but not limited to injunctive relief.

3. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and any amendments thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

4. Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by said Owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

20.1 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws or the Rules and Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

20.2 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

5. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

21.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

21.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided approval of the amendment must be either by:

(A) Not less than three-fourths of all of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association; or

(B) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

(C) Not less than one-half of all of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in this Declaration or its Exhibits, including but not limited to the correction of errors in the legal description of the real property or in the surveys thereof. If such Amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal 100 percent, the owners of the Units and the holders of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve this amendment.

(2) To change boundaries between Units in the manner elsewhere stated, providing the amendment is signed and acknowledged by the owners, lienors and holders of mortgages of the Units concerned.

(3) To adopt amendments of Section 16 that are reasonably required by insurers or mortgagees of the Condominium Property or Units.

(4) Until the Unit Owners are entitled to elect a majority of the Board of Directors, only by all of the Directors, provided, however, that such amendment shall not increase the number of Units as set forth in this Declaration nor encroach upon the boundaries of the Common Elements.

21.3 Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any unit or class or group of Units unless the Unit Owners so affected shall consent, (ii) change any Unit nor decrease the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Sections 16, 17 of this section 21.3 of this Declaration unless the record owners of all mortgages upon the Condominium or Units shall join in the execution of the amendment or consent thereto by separate instrument.

21.4 Execution and Recording. A copy of each amendment shall be attached to an Association Certificate setting forth that the amendment has been duly adopted. The Association Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the public records of the County.

6. Termination. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event it is determined in the manner elsewhere provided that the Building and Improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

22.2 Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the owners of not less than three-fourths of the

Common Elements and of three-fourths of the record owners of all mortgages on the Units are obtained in writing not later than 30 days from the date of such meeting, then the owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

(A) The option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:

(1) An Association Certificate certifying that the option to purchase Units owned by persons not approving termination has been exercised as to all of such Units. The Association Certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.

(2) An agreement to purchase on the terms herein stated signed by the purchaser whereby the purchaser agrees to purchase the unit of the owner receiving the notice.

(B) Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(C) Payment. The purchase price shall be paid in cash or terms agreed to by the purchaser and seller.

(D) Closing. The sale shall be closed within 30 days following the determination of sale price.

(E) Termination. The closing of purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the Association Certificate hereafter required.

22.3 Certificate. The termination of the Condominium either of the foregoing manners shall be evidenced by an association Certificate setting forth the facts effecting the termination, and the termination shall become effective when recorded in the public records of the County.

22.4 Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the condominium Property and all assets of the Association as tenants common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

22.5 Amendment. This Section 22 cannot be amended without consent of all Unit Owners and all record owners of mortgages of Units.

7. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the date first above set forth.

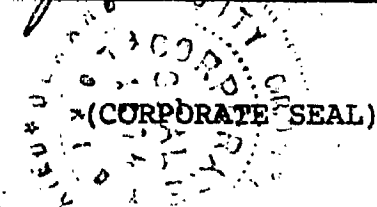
LAKE DORA SHORES
LIMITED PARTNERSHIP
By DeRand Equity Group, Inc.,
General Partner

Witnesses

[Signature]

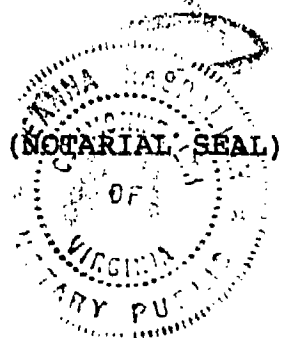
By [Signature]
As its President

[Signature]



STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 20th day of August, 1985 by Dan A. Kelly, as the President of DeRand Equity Group, Inc., a Florida corporation, on behalf of the corporation as the general partner of Lake Dora Shores Limited Partnership, a Florida limited partnership, on behalf of the partnership.



[Signature]
Notary Public

My commission expires: May 9, 1988

CONSENT OF MORTGAGEE

BARNETT BANK OF CENTRAL FLORIDA, N. A. (the Mortgagee), the owner and holder of a mortgage on property situate in Lake County, Florida, more particularly described in said mortgage, which mortgage is recorded in O. R. Book 831, Page 676, Public Records of Lake County, Florida (said mortgage hereinafter called the Mortgage), joins in the foregoing Declaration of Condominium for Shadow Harbour, a Condominium, for the purpose of consenting thereto, and the Mortgagee hereby agrees that the lien of the Mortgage shall be on all of the condominium units more particularly described in the Declaration of Condominium of Shadow Harbour, a Condominium, together with all of the appurtenances thereto, including but not limited to all of the undivided shares in the common elements thereof.

Witnesses:

Kerri K. Richardson

Dan Rhusen

BARNETT BANK OF CENTRAL
FLORIDA, N. A.

By

Attest

(CORPORATE SEAL)

STATE OF FLORIDA)) SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this
6th day of December, 1985, by Richard D. Hunicutt **
as the Vice-President of Barnett Bank of Central Florida, N. A.,
 a national banking association, on behalf of the association.
 **and Janet K. Moore as Real Estate Operations Officer.

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires June 22, 1997
Bonded by American Fidelity Surety Company

(NOTARIAL SEAL)

A CONDOMINIUM OF

LOTS 1 THRU 11, INCLUSIVE, BLOCK 6, ACCORDING TO THE PLAT OF ENOCH J. TOMPKINS SUBDIVISION, IN THE CITY OF MOUNT DORA, FLORIDA, SECTION 31, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE AFORESAID LOT 11 AND RUN THENCE SOUTH 00° 20' 00" EAST, ALONG THE EAST LINES OF LOTS 1 THRU 11, A DISTANCE OF 271.81 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89° 40' 00" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.05 FEET, TO A POINT ON A SEAWALL, SAID SEAWALL BEING ALONG AND WITH THE WATERS OF LAKE DORA; THENCE NORTHWESTERLY, ALONG SAID SEAWALL, THE FOLLOWING BEARINGS AND DISTANCES: NORTH 15° 30' 00" WEST 104.69 FEET, NORTH 25° 20' 50" WEST 100.46 FEET, NORTH 12° 36' 33" WEST 81.65 FEET, TO THE NORTH LINE OF THE AFORESAID LOT 11; THENCE LEAVING SAID SEAWALL RUN NORTH 89° 41' 00" EAST, ALONG SAID NORTH LINE OF LOT 11, A DISTANCE OF 197.28 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPURTENANT THERETO. SUBJECT TO EASEMENTS OF RECORD. (CONTAINING 41991 SQUARE FEET).

EACH UNIT IS COMPOSED OF AN APARTMENT, THE DIMENSIONS OF WHICH AS SHOWN HEREON ARE AVERAGE TO UNFINISHED WALLS AND CEILINGS AND TO FINISHED FLOORS AND THUS EACH UNIT (APARTMENT) CONSISTS OF THE SPACE BOUNDED BY VERTICAL PROJECTORY OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS SHOWN FOR EACH RESPECTIVE BUILDING AND RESPECTIVE FLOORS CONTAINED THEREIN, NOT WITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILINGS AND FLOORS DUE TO NORMAL IMPERFECTIONS OF BUILDING MATERIALS AND CONSTRUCTION THE UNITS SHALL CONSIST OF THE SPACE HEREIN DEFINED SUBJECT TO THE EASEMENTS GUIDE IN SUCH EVENTS IN THE DECLARATION OF CONDOMINIUM.

ELEVATIONS BASED ON U.S.C. & G.S. DATUM

ELEVATIONS BEING EXPRESSED IN FEET AND DECIMALS THEREOF.

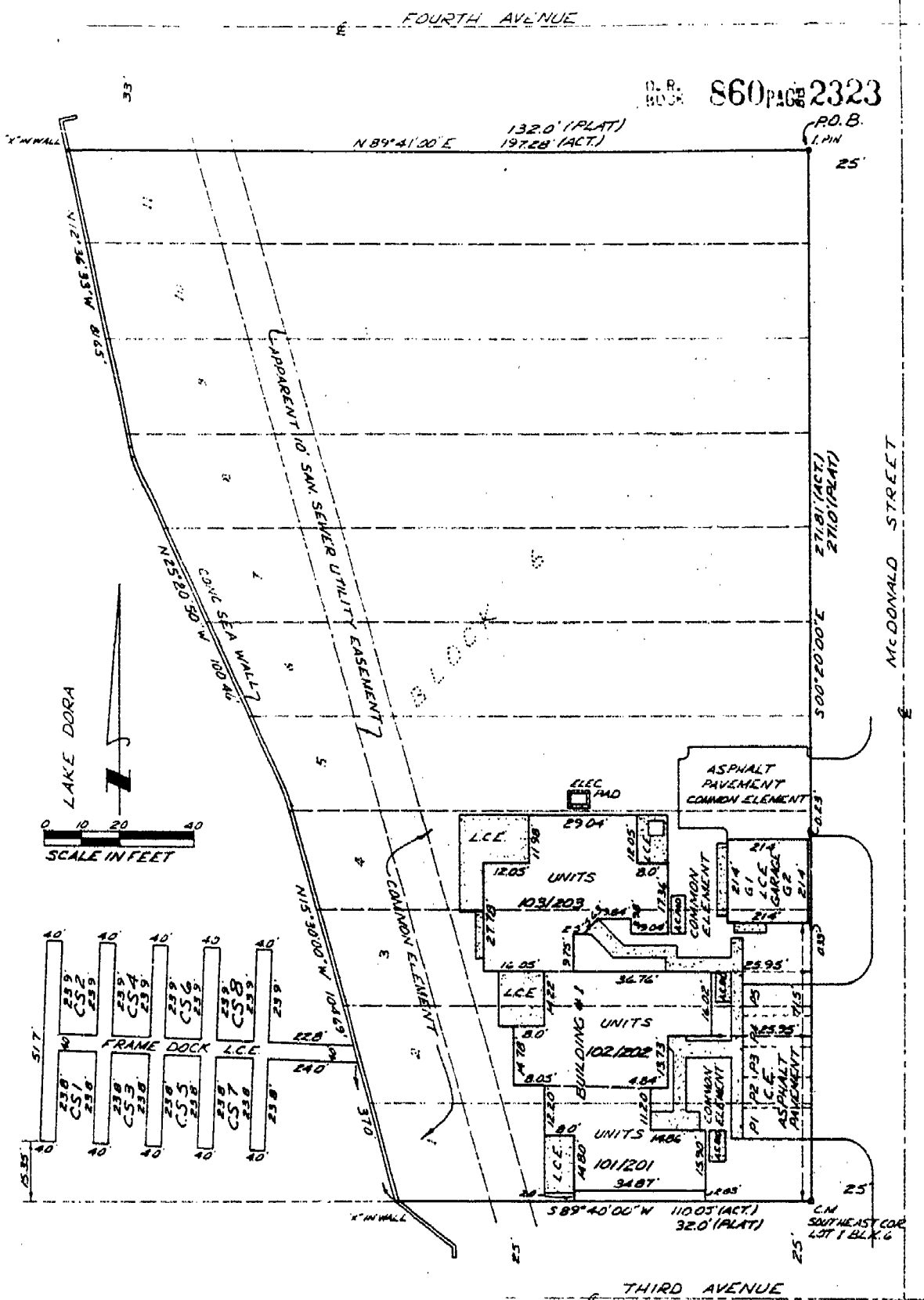
THAT PORTION OF SHADOW HARBOUR LYING ABOVE 65.9 M.S.L. DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

CERTIFICATE:

THE UNDERSIGNED SURVEYOR BEING DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, STATES THAT THIS CONDOMINIUM PLAT OF SHADOW HARBOUR, CONSISTING OF SHEETS 1 THROUGH 4 INCLUSIVE, TOGETHER WITH THE DECLARATION AS RECORDED IN OFFICIAL RECORDS BOOK 860, PAGE 2298, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ARE IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS OF EACH UNIT AND THEIR RELATIVE LOCATION AND APPROXIMATE DIMENSIONS FOR BUILDING 1. THE CONSTRUCTION OF THE IMPROVEMENTS FOR BUILDING 1 OF THE CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL HEREIN, TOGETHER WITH THE PROVISIONS OF THE DECLARATION, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS COMPRISING BUILDING 1 AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSION OF THE COMMON ELEMENTS AND EACH UNIT LOCATED IN SAID BUILDING CAN BE DETERMINED FROM THESE MATERIALS.


HOWARD DURDEN
PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 1916

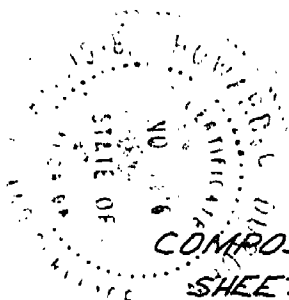




SHADOW HARBOUR A CONDOMINIUM

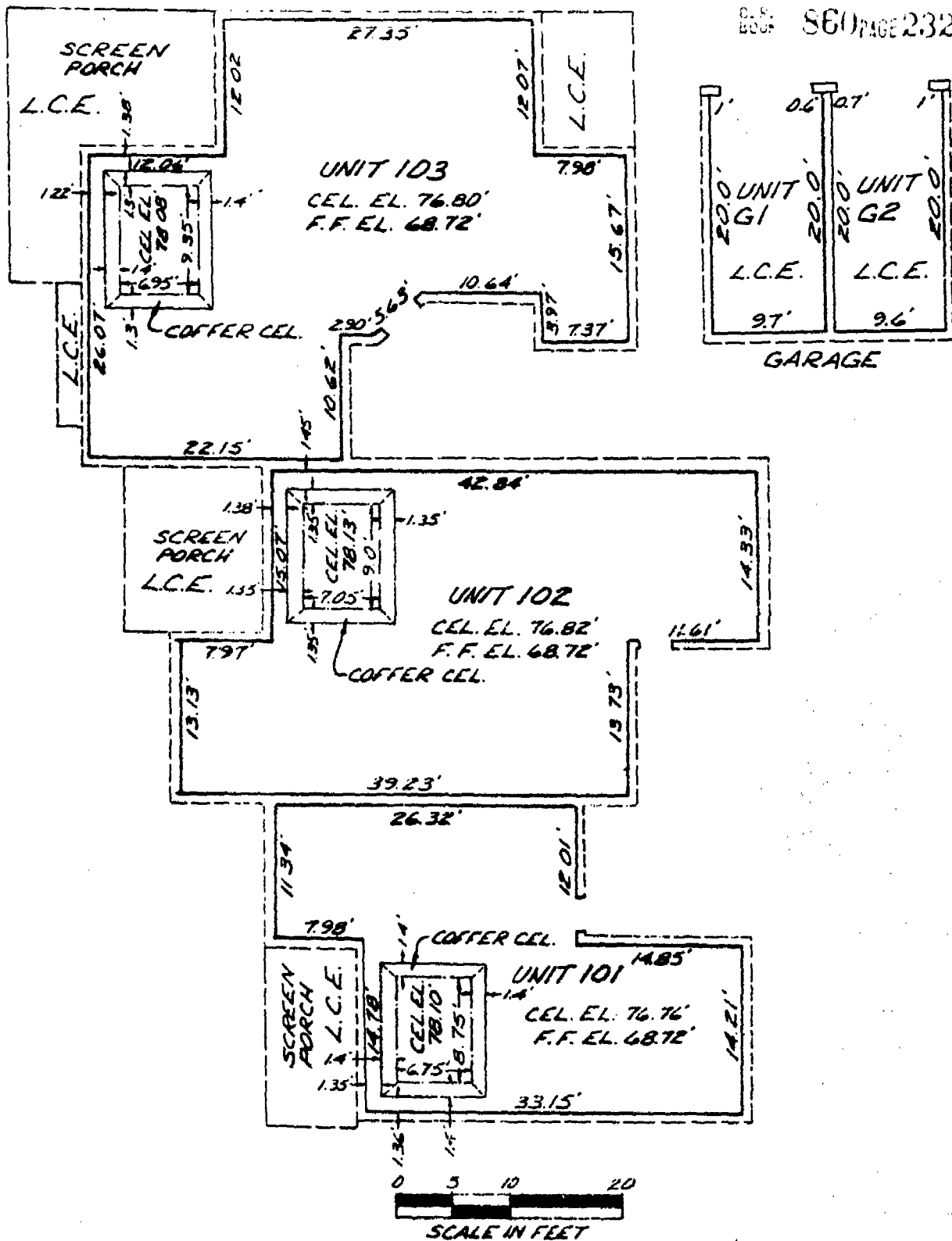
NOTES:

1. BUILDING MEASUREMENTS ARE EXTERIOR DISTANCES.
2. CS - COVERED SLIP
3. PREFIX 1 ON UNITS = 1ST FLOOR
4. PREFIX 2 ON UNITS = 2ND FLOOR



COMPOSITE EXHIBIT "A"
SHEETS 1 THRU 4

SHEET 2 OF 4



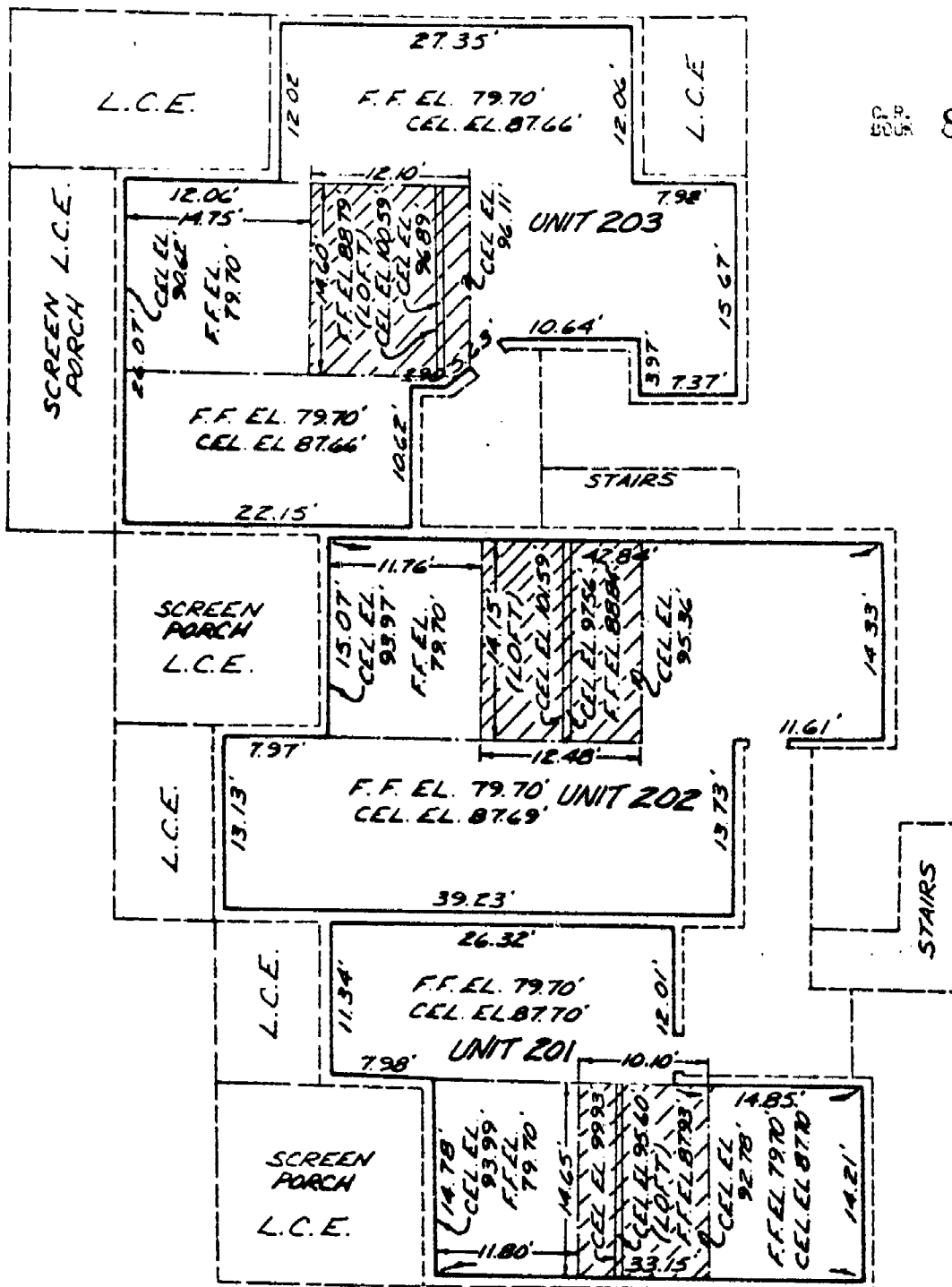
SHADOW HARBOUR A CONDOMINIUM

BUILDING # 1 GROUND FLOOR & GARAGE
UNITS 101, 102, 103

NOTES:

1. WALLS ARE 0.86' THICK
2. L.C.E. DENOTES LIMITED COMMON ELEMENT.
3. --- INDICATES EXTERIOR WALLS
4. GARAGE WALLS ARE 0.70' THICK

SHEET 3 OF 4



SHADOW HARBOUR A CONDOMINIUM

BUILDING # 1 2ND FLOOR
UNITS 201, 202, 203

NOTES:

1. WALLS ARE 0.86' THICK
2. L.C.E. DENOTES LIMITED COMMON ELEMENT.
3. --- INDICATES EXTERIOR WALLS
4. [Hatched Box] INDICATES LOFT

State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 29, 1985.*

The charter number for this corporation is N10900.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of August, 1985



George Firestone
Secretary of State

WP-104 CER-101

EXHIBIT B

FILED
AUG 23 12 55 PM '85
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name and Definitions

The name of the corporation shall be SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 Florida Statutes, for the operation of Shadow Harbour, a Condominium, on real property situate in Lake County, Florida (the County), to be more particularly described in the declaration of condominium (the Declaration).

ARTICLE 3

Powers

The powers of the Association shall include and shall be governed by the following provisions:

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including those set forth in these Articles and those set forth in the Declaration of Condominium, if not inconsistent with the

Condominium Act, including but not limited to the following

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.
- (b) To use the proceeds of assessments and charges in the exercise of its powers and duties.
- (c) To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
- (d) To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
- (e) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (f) To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
- (g) To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and amendments thereto shall be approved by not less than 51% of the votes of the entire membership of the Association before they shall become effective.
- (h) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of condominium units as may be provided by the Declaration of Condominium and the Bylaws.
- (i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.
- (j) To operate and manage the Condominium within the purpose and intent of the Declaration and the Condominium Act and to contract for the management of the Condominium. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act.
- (k) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose, subject to the provisions of the Condominium Act.

(1) To employ personnel to perform the services required for proper operation of the condominium and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium.

3.3 Purchase of units. Except as provided for living accommodations of management personnel, the Association shall not have the power to purchase a condominium unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without approval of 75% of the entire membership of the Association.

3.4 Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of condominium units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After the transfer or change in the ownership of a unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the unit by instrument of transfer will be a member of the Association and the membership of the prior owner will be terminated. A unit which is owned by more than one person, all owners of the unit shall hold the membership jointly, which membership shall be considered as one membership.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or

transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one vote for each unit owned by the member. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1 Number and qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles and the Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4 Term of first directors. The first board of directors of the Association shall serve and be administered in accordance with the following guidelines and procedures: So long as Lake Dora Shores Limited Partnership, a Florida limited partnership (the Developer) or its successors or assigns hold title to more than 85 percent of the units to be governed by the Association, the Developer shall have the right to appoint all members of the board of directors. When the Developer shall hold title to 85 percent or less of the units to be governed by the Association, the Developer shall have the right to appoint two-thirds of the members of the board of directors and members of the Association, other than the Developer, shall be entitled to elect the remaining one-third of the board of directors at a special members meeting to be held in accordance with the Articles and the Bylaws. Members of the Association other than the Developer are entitled to elect not less than a majority of the members of the board of directors of the Association when (a) three years after fifty percent of the units of the condominium that will be operated ultimately by the Association have been conveyed to members, (b) three months after ninety percent of the

units that will be operated ultimately by the Association have been conveyed to members, (c) when all the units that will be operated ultimately by the Association some of them have been conveyed to members, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever of the above (a), (b) or (c) occurs first. Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the board of directors so long as the Developer holds for sale in the ordinary course of business at least five percent of the units of the condominium. The Developer and members of the Association other than the developer, shall have the rights and responsibilities granted by §718.301, Florida Statutes, as it exists on the date of incorporation of the Association. Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint directors and cause its representatives to resign as directors.

5.5 First directors and officers. The name and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dan R. Kiely	2201 Wilson Blvd. Arlington, Virginia 22201
Bernitta Ostermeier	2201 Wilson Blvd. Arlington, Virginia 22201
James S. Audia	2201 Wilson Blvd. Arlington, Virginia 22201

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Dan R. Kiely 2201 Wilson Blvd. Arlington, Virginia 22201
Vice President and Secretary	James S. Audia 2201 Wilson Blvd. Arlington, Virginia 22201
Treasurer and Assistant Secretary:	Bernitta Ostermeier 2201 Wilson Blvd. Arlington, Virginia 22201

ARTICLE 7

Indemnification

Every director and officer of the Association, and every

member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party or in which such person may become involved by reason of that person being or having been a director or officer of the Association or by reason of that person serving or having served the Association at its request, whether or not that person is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled. The Association shall have the right, as a common expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8

Bylaws

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner.

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

- (a) by not less than 66% of the entire membership of

the board of directors and by not less than 66% of the votes of the entire membership of the Association; or

(b) by not less than 75% of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in § 3.3 to 3.6 inclusive of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of the Condominium.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

ARTICLE 10

Term

The term of the Association shall be perpetual.

ARTICLE 11

Office

The Association shall initially have an office c/o DeRand, 2201 Wilson Boulevard, Arlington, Virginia 22201.

ARTICLE 12

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Robert W. Wilson	17th Floor CNA Building Orlando, Florida
Olyne Driggers	17th Floor CNA Building Orlando, Florida
Shelley Weissman	17th Floor CNA Building Orlando, Florida

IN WITNESS WHEREOF the subscribers have executed these Articles as of August 14, 1985.

Robert W. Wilson
Olyne Driggers
Shelley Weissman

STATE OF FLORIDA

COUNTY OF ORANGE

Robert W. Wilson, Olyne Driggers and Shelley Weissman appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on August 14, 1985.

Charles K. Toss
Notary Public

(NOTARIAL SEAL)

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 19, 1988
Bonded thru Troy Felt Insurance, Inc.

BYLAWS

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

1. Identity. These are the Bylaws of SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, a corporation not for profit under the laws of the State of Florida. The Articles of incorporation of the Association were filed in the office of the Secretary of State of Florida on August 29, 1985. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (the Condominium Act), which condominium is identified as Shadow Harbour, a Condominium, which is located on real property situate in Lake County, Florida (the County), more particularly described in the Declaration of Condominium.

1.1. The office of the Association shall be at the Condominium, 343 McDonald Street, Mt. Dora, Florida 32757.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members

2.1. Roster of members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of the owner's title substantiating the owner's membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2. Annual meeting. The annual members' meeting shall be held in December of each year at such time and place in the County, as a majority of the board of directors shall determine. The purpose of the meeting shall be to elect directors and to

transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is more than 60 days from such annual meeting, a special meeting shall be held to satisfy the requirements of F.S. § 718.30.

2.3. Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. A special meeting may also be called to recall a member or members of the board of directors, which may be called pursuant to the provisions of F.S., §718.112(2)(g), as amended, 1984.

2.4. Notice of meeting of members stating the time and place and the objects for which the meeting is called shall be given by the party or parties authorized by these Bylaws calling the meeting. A copy of the notice shall be posted at a conspicuous place at the condominium and a copy shall be delivered (if allowed by the Condominium Act)) and mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery and mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery and mailing of the notice shall be effected not less than 14 days nor more than 40 days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Proof of mailing shall be by post office certificate of mailing and such certificate shall be retained in the Association records. The right to receive notice of the annual meeting may only be waived prior to the 14 day notification period. Notwithstanding the foregoing, if notice is mailed to members, delivery of notice shall not be required. Notice of a meeting may be waived before or after the meeting, except as otherwise provided herein. Members may waive notice of meetings by written instrument and members may take action by written agreement without meetings; provided, however, members may not take action without a meeting for the annual meeting relating to budget matters and statutory reserves, as required by the Condominium Act.

2.5. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act.

2.6. Voting.

a. In any meeting of members the owners of units shall be entitled to cast one vote for each condominium unit owned.

b. If a unit is owned by one person, the owner's right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association; provided, however, that if a unit is owned by husband and wife, such certificate shall not be required. If title to a unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the meeting and matters designated in the proxy. The proxy shall be valid for a lawfully adjourned meeting thereof, unless otherwise specified in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. No proxy shall be valid for a period longer than 90 days after the date of the first meeting specified in the proxy. Proxies shall be revocable at any time by the grantor of the proxy.

2.8. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by the President or in his absence by another officer of the Association designated by the board of directors
- b. Election of chairman of the meeting

- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Appointment or election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than five directors, the exact number to be determined at the time of election.

3.2. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of three members shall be appointed by the board of directors not less than 20 days prior to the annual members' meeting. The committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Subject to the provisions of §718.301 of the Condominium Act, any director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by agreement in writing of such majority. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

3.3. The term of each director's service shall be determined in the following manner. At the time the members of the Association other than Lake Dora Shores Limited Partnership (including its successors and assigns), shall be entitled to elect all of the directors of the Association, the directors shall be classified with respect to the time for which they shall severally hold office by dividing them into three classes, each class consisting of one-third of the directors and each director of the Association shall hold office until his successor shall be elected and shall qualify. At such meeting of the members at which the members shall first elect all of the directors of the Association, the directors of the first class shall be elected for a term of one year; the directors of the second class shall be elected for a term of two years; and the directors of the third class shall be elected for a term of three years. Such meeting for the election of directors of the Association as provided by §718.301, F.S., shall be held and called pursuant to the terms of §718.301, F.S. At each annual election of directors thereafter, the successors to the class of directors whose terms shall expire that year shall be elected to hold office for the term of three years, so that the term of office of one class of directors shall expire in each year.

3.4. The organization meeting of a newly-elected board of directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. Except in the event of emergency meetings, a notice of all meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

3.7. All meetings of the board of directors shall be open to all members of the Association.

3.8. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be

deemed equivalent to the giving of notice.

3.9. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.10. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13. Directors fees, if any, shall be determined by the members.

3.14. Minutes of all meetings of the board of directors or members shall be kept in a book available for inspection at all reasonable times by members or their authorized representatives and the board of directors. The Association shall retain minutes of meetings for a period of seven years or such other period of time as may be designated by the Condominium Act.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required. The Association shall, however, in any event retain at

all times the powers and duties granted it by the Condominium Act.

5. Officers.

5.1. The Executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary (if determined to be necessary by the Board of Directors), all of whom shall be elected annually by the board of directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the directors. There may be two Vice Presidents, and a Vice President may also be a Secretary or a Treasurer. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the board of

directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.7. The compensation, if any, of all employees of the Association shall be fixed by the directors. The provision that directors' fees or officers compensation shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for various accounts established according to generally accepted accounting principles. The budget shall include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act.

a. Copies of a proposed budget and proposed assessments shall be mailed or delivered (if allowed by the Condominium Act) to each member not less than 30 days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of the time of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

b. If an adopted budget requires assessment against the unit owners in any calendar year exceeding 115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual

basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made, or 10 days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in the amount shall be due on the first day of each month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as required in these Bylaws.

6.4. Assessments for charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by the Association in the manner set forth in the Declaration of Condominium.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. Notice of Meeting - Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

6.7. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys from those accounts shall be

only by checks signed by such persons as are authorized by the directors.

6.8. An audit of the accounts of the Association shall be made annually by a committee appointed by the Board of Directors or by a certified public accountant if such audit is requested by 51% of the entire membership of the Association and a copy of such audit report, if any, shall be furnished to each member not later than April 1 of the year following the year for which the audit is made. Otherwise the board of directors shall furnish a financial report in customary form to each member not later than April 1 for the prior year.

6.9. Directors Insurance And Fidelity Bonds may be required by the board of directors from all persons handling or responsible for Association funds. The requirements for obtaining such bonds, the amount of those bonds and the sureties shall be determined by the directors and as required by the Condominium Act. The premiums on the bonds shall be paid by the Association. The board of directors is also authorized to obtain and pay for director's liability insurance.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

8. Arbitration of Disputes. Disputes arising in the operation of the condominium, between unit owners, the Association, and their respective agents and assigns shall be subject to the provisions of the Declaration of Condominium, the Rules and Regulations and the Condominium Act (which shall prevail over all other provisions of this bylaw), if any, and the rules and regulations promulgated thereunder by the Division of Florida Land Sales and Condominiums.

9. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

9.1. Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 60% of the entire membership of the board of directors and by not less than 66% of the votes of

the entire membership of the Association; or

b. by not less than 75% of the votes of the entire membership of the Association; or

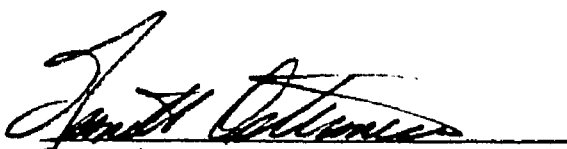
c. until a majority of the directors are elected by members other than the Developer of the condominium, a majority of the directors.

9.3. Proviso. Provided, however, that no amendment shall discriminate against any member nor against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation, the Declaration of Condominium or the Condominium Act.

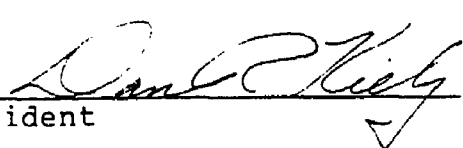
9.4. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended: new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators or words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw.....for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9.5. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

The foregoing were adopted as the Bylaws of the Association, a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on August 30, 1985.


Asst. Secretary

APPROVED:


President

-  ACTIVE RECREATION (PARKS)
-  PASSIVE RECREATION (PARKS)
-  HIGH RESIDENTIAL
-  MEDIUM RESIDENTIAL
-  LOW RESIDENTIAL
-  OFFICE
-  COMMERCIAL USE
-  INDUSTRIAL USE
-  CONSERVATION USE
-  PUBLIC LANDS AND INSTITUTIONS

WETLAND BOUNDARIES AS SHOWN ARE APPROXIMATE
AND MUST BE FIELD VERIFIED.

City of Mount Dora

GENERALIZED FUTURE LAND USE MAP



NOT FOR CONSTRUCTION
SCALE: 1"=600'
REV:
DATE: 10/13/93
FILE #: 467-301



other zoning classifications or districts shall not be considered grounds for the authorization of a variance.

- 3) Planning staff has researched zoning archive records and found one site was granted a building height variance in 1992:

Shadow Harbor - Variance Lake Dora Frontage
4th Avenue & McDonald
From 25 feet (*Lake Dora Frontage*) to 35 feet
PZC Approved on August 11, 1992

3.4.5 Planned Units Developments (PUD)

A Planned Unit Development (PUD) zoning district is established to provide for an innovative development often times including mixed zoning classifications, densities, and uses under a common classification. It is not subject to standard zoning requirements, however PUDs often use the Zoning Ordinance as a foundation and must not violate the general purposes, goals, and objectives of the Land Development Code and the City's Comprehensive Plan. Minimum PUD site area is five (5) acres, except for PUDs located in both CRA and NE-CRA the minimum site area is one (1) acre.

The following PUD projects have been approved with building heights greater than 35 feet:

PUD Name	Building Height (maximum)	Action	Date
Donnelly Woods Multi-Family	45' (3-stories)	Ord #2020-02	05-05-2020
Eudora Reserve Apartments	37'	Ord #2020-13	08-18-2020
Mount Dora Christian Academy	50' (min. 75 feet setback)	Ord #797	10-02-2001
Waterman Village	60'	Ord #2018-08	07-31-2018

3.5.7.2 Nonconforming structures.

A nonconforming structure is a structure that complied with zoning and development regulations at the time it was built but which, because of subsequent changes to the zoning and/or development regulations, no longer fully complies with those regulations. In terms of building heights, there are several existing commercial buildings, particular to the downtown area, which exceed the 35 feet building height limitation. Examples shown in Section 3 of the report.

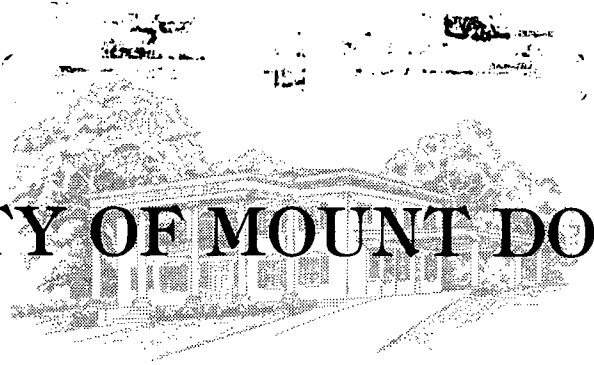
Nonconforming structures may remain provided that:

- 1) Enlargement, increase, intensification, alteration. A nonconforming structure may be enlarged, intensified, increased in height, or extended to occupy a greater area of land or water than was occupied at the effective date of adoption or amendments of these zoning regulations provided that the enlargement, intensification, increase in height, alteration or extension is consistent with all applicable codes and regulations.

Shawdaa Harbor Variance

McDonald st

07-10-92



CITY OF MOUNT DORA

STAFF RECOMMENDATIONS

REQUEST FOR VARIANCES TO THE MOUNT DORA LAND DEVELOPMENT CODE FOR THE PROPOSED SHADOW HARBOR DEVELOPMENT.

APPLICANT: CHEEK & GISSY LTD.,/LAND PLANNING GROUP.

August 11, 1992

Staff recommends that the Board of Adjustment utilize the criteria as outlined in Section 2.6.1 of the Land Development Code to evaluate the request for a variance to the buffer requirement.

Staff recommends the request for a variance from the height requirement be granted to the applicant provided that residential sprinklers be provided on all floors of the three story buildings; the driveways be widened to provide adequate access for emergency vehicles; adequate turning radius be provided to accommodate a future aerial unit.

Board of Adjustments

August 11, 1992

The meeting was called to order by Jean Karr, chairman, at 5:05 p.m.

Members of the board present were: Jane Kramer, Don Miller, and D.R. Davis. Also present were JoAnn Ricci, Community Development Director, Gary Cooney, city attorney, and Diana Sanders, recording secretary. Queen McNair was absent from the meeting due to illness.

Jean Karr made a correction of page 2 of the last meeting's minutes regarding the Council of 50. "of" should replace "over".

Jane Kramer made a motion to "approve the minutes of the June 9, 1992 meeting with the correction". D.R. Davis seconded the motion. The motion passed unanimously.

Jean Karr announced the Shadow Harbor case for consideration of a buffer and height variance. The following people, who wished to speak, were sworn in by Gary Cooney. Claire Avery, resident; Robert Wild, resident; Ruth Finnucan, resident; Diane Cheek, resident; Alan Cheek, owner and developer of the proposed project; Rob Johnson, project architect; Tim Greene and Greg Biliveau, Land Planning Group representatives; Ted Wicks, Wick's Engineering; Lucy Humell and Adrian Lowe, marketers with Dave Lowe Realty; and Mary Beth Pullham, developer's attorney.

The above mentioned were informed by the Board that they must give a 5 day notice, to allow equal opportunity to the staff and the applicant, in order to speak objections. If they have an objection of standing and did not give a notice the board has the power to decide on whether to allow the person to speak or not.

Ms. Ricci, sworn in by Gary Cooney, presented the variance issues requested by the applicant. She stated that, prior to submission of the formal application, an informal application was discussed at the Development Review Committee meeting held July 29, 1992. She stated that the applicant requested a variance from all buffer requirements. The buffer requirements in C-2 are a 10 foot buffer along the perimeter of the property with an additional 10 feet of buffer for each building story above the first story. In this case the total buffer required would be 30 feet. Since there is a six foot wall remaining that eliminates 10 feet of buffer leaving 20 feet. She also stated a request for a variance from the requirement limiting the height of buildings within 100 feet of Lake Dora to 25 feet. The applicant desires to build three story structures along Lake Dora 35 feet in height. Ms. Ricci informed the Board that the Development Review Committee told the applicant that a recommendation would be made if the following changes were made: residential sprinklers to be installed, a better access area for fire and police, and a better turning radius to be provided. There was also a variance of density but that issue will be handled by the Planning and Zoning Commission and the Comprehensive Plan.

Jean Karr stated that condominiums are not consistent under C-2 zoning. She was informed that C-2 allows dwellings but does not specify where they are to be, separate or above commercial buildings.

Ms. Ricci handed out a list of the adjacent landowners of the proposed development, who were objecting to the variances.

Robert Wild, Herb Miller and the business 40 West Gay Partnership stated that they oppose the height of the project. Mr. Wild and 40 West Gay Partnership feel it will obstruct the view and it doesn't tie into the character of Mount Dora; they were also concerned about the density.

Harlow Middleton opposed the project if marketing was going to be restricted to elderly. It was stated that the project is marketed to anyone.

Lucy Humell, marketer for Dave Lowe Realty, likes the idea. She stated that with her interaction with buyers that this project is wonderful and will raise property values. It was stated that Dave Lowe Realty would be marketing the completed project. Claire Avery and Carl Lau, licensed real estate brokers, commented that they could not think of a better project for the property.

Mary Beth Pullham, developer's attorney, presented the case. She asked the Board to look at paragraph 10 in the application stating three issues concerning height, buffer, and setbacks.

Ms. Ricci stated that since there is no setback requirement that the City chose not to argue the issue.

Jean Karr questioned the parking and how close to McDonald Street it was. She was informed that the garages would be under the houses. She also wanted to know about the old garages. The Board was informed by the developer, that the old garages would be torn down, redesigned, and replaced. She also wanted to know about the existing retention pond that was too close to the Yacht Club and was told that it could be replaced. Her last question concerned the tree and if it was possible to save it.

Tim Greene commented that the undeveloped site does not provide adjacent landowners with a view. He stated that the variance from buffers would give more of a view because the new development would create a "scene for the area". He mentioned that landscape buffers between the buildings would diminish the view.

Alan Cheek commented that he had unanimous approval, from the Development Review Committee, for the variances. Ms. Ricci informed him that he received a recommendation from the Development Review Committee to grant the variances under certain conditions. He stated that he and the architects have gone through a great deal of time and expense to benefit everyone but they keep getting turned down. He commented that he would like a decision as soon as possible.

Don Miller made a motion to "grant a maximum of 35 feet height variance from current ground levels, with the conditions stated by the Development Review Committee that sprinklers are installed on all floors, the driveways will be

widened to provide adequate access for emergency vehicles, and an adequate turning radius will be provided to accomodate an aerial unit". Jane Kramer seconded the motion and it passed unanimously.

Don Miller then made a motion to "relieve the developer of any buffer requirements". Jane Kramer seconded the motion and it passed with a vote of 3-1 with D.R. Davis opposing it.

Discussion ended on the Shadow Harbor case.

Ms. Ricci began the discussion regarding the Edward Brooks III case. She commented that he was granted conditional use on his property on 1503 North Donnelly Street but could not find his documentation of approval. He would like another because he plans to rent to another business. Ms. Ricci commented that nothing would change except there would be less traffic because the only traffic would be from the employees working in the building.

Jean Karr informed the Board that she did have a documentation that a "conditional use permit was given" to Don Platt, March 13, 1990.

A motion was made by Don Miller to "grant the conditional use again". D.R. Davis seconded the motion and it passed unanimously.

Discussion ended regarding the Edward Brooks III case.

A motion was made to "adjourn" by Don Miller, seconded by Jane Kramer, and passed unanimously.

John B. Kade, Chairman

President of the Board

Attest:

(City Liaison)

T. KEITH HALL

LAKE COUNTY TAX COLLECTOR

1991 *Reminder* REAL EST

2870958.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3119270250-000-00000		105,600		105,600	00MD

LAKE DORA SHORES
LIMITED PARTNERSHIP
2201 WILSON BLVD
ARLINGTON VA

22201

31-19-27
MOUNT DORA, SHADOW HARBOUR
CONDOMINIUM LESS UNITS 101, 102,
103, 201, 202, 203

PLEASE PAY IN U.S. FUNDS TO T. KEITH HALL TAX COLLECTOR • P.O. BOX 327, TAVARES, FL 32778-0327

IF PAID BY	Mar 31 1992	May 28 1992		CERTIFICATE	IS SOLD
PLEASE PAY	2,386.56	2,458.16		MAY	29 1992

Paid 04/24/92 Receipt #3014091.0001

\$2,458.16

RETURN WITH PAYMENT

T. KEITH HALL
LAKE COUNTY TAX COLLECTOR

1991 *Reminder* REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2870958.0000

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
3119270250-000-00000		105,600		105,600	00MD

LAKE DORA SHORES
LIMITED PARTNERSHIP
2201 WILSON BLVD
ARLINGTON VA

22201

31-19-27
MOUNT DORA, SHADOW HARBOUR
CONDOMINIUM LESS UNITS 101, 102,
103, 201, 202, 203

PLEASE PAY IN U.S. FUNDS TO T. KEITH HALL TAX COLLECTOR • P.O. BOX 327, TAVARES, FL 32778-0327

IF PAID BY	Mar 31 1992	May 28 1992		CERTIFICATE	IS SOLD
PLEASE PAY	2,386.56	2,458.16		MAY	29 1992

Paid 04/24/92 Receipt #3014091.0001

\$2,458.16

RETAIN THIS PORTION

If you have sold any of the property assessed to you, PLEASE FORWARD THE "TAX NOTICE-RECEIPT" TO THE NEW OWNERS OR RETURN TO SENDER. Please verify description of property. If any errors are found on this "Tax Notice-Receipt" notify the PUBLIC APPRAISER as soon as possible. This "Tax Notice-Receipt" covers taxes for the calendar year as described hereon.

Please mail or bring the "Tax Notice-Receipt" with your remittance, and PLEASE DO NOT STAPLE, TEAR, FOLD, DETACH OR WRITE on same. The Law provides the following schedule of discounts which have been computed for you:

4% if paid in November

3% if paid in December

2% if paid in January

1% if paid in February

IF PAID BY MAIL, DISCOUNTS ARE DETERMINED BY POSTMARK.

Taxes are due November 1 and become delinquent April 1, at which time the law imposes the following penalties:

REAL ESTATE - 3% plus advertising

PERSONAL PROPERTY - 1½% per month plus penalty, advertising and fees

THE AMOUNT OF INTEREST PENALTIES ARE DETERMINED WHEN PAYMENT IS RECEIVED IN OUR OFFICE.

Tax Sales Certificates will be sold on all unpaid real estate items on or before June 1st. Tax Warrants will be issued on all unpaid personal property taxes pursuant to Chapter 197, F.S.

This "Tax Notice-Receipt" becomes a receipt only when validated by the collector's office and the actual transfer of funds is completed.

SHADOW HARBOR

LEGAL DESCRIPTION

Lots 1 through 11, inclusive, Block 6, according to the plat of Enoch J. Tompkins Subdivision, in the City of Mount Dora, Florida, Section 31, Township 19 South, Range 27 East, as recorded in Plat Book 5, Page 7, Public Records of Lake County, Florida, all being further described as follows: Begin at the northeast corner of the aforesaid Lot 11 and run thence South 00 degrees 20' 00" East, along the east lines of Lots 1 through 11, a distance of 271.81 feet, to the southeast corner of said Lot 1: thence South 89 degrees, 40' 00" West along the south line of said Lot 1, a distance of 110.05 feet, to a point on a seawall, said seawall being along and with the waters of Lake Dora; thence northwesterly, along said seawall, the following bearings and distances: North 15 degrees 30' 00"; thence leaving said seawall run North 89 degrees 41' 00" East, along said north line of Lot 11, a distance of 197.28 feet, to the point of beginning and point of terminus, together with any and all riparian rights appurtenant thereto. Subject to easements of record. (containing 41,988 square feet)

(h) At the first meeting following appointment, the commission shall elect one (1) of its members as chairman. The quorum for any meeting of the commission shall be a majority of its members.

(i) Members of the commission shall serve without compensation or honorarium, but shall be entitled to receive reimbursement for per diem and travel expenses for attendance at meetings or conferences outside the City of Mount Dora, provided that prior approval in writing is given by the city manager.

2.6.1 *Powers and Duties:* The board of adjustment shall have the following powers and duties:

1. To hear and decide conditional uses as the board of adjustment is specifically authorized to pass on under the terms of Chapter III, Zoning Regulations; to decide such questions as are involved in determining when conditional uses should be granted; to grant conditional uses with appropriate conditions and safeguards; or to deny conditional uses when not in harmony with the purpose and intent of the zoning chapter. After review of an application and a public hearing thereon, with due public notice, the board of adjustment may allow conditional uses only upon a determination that use requested:

- a. Is not detrimental to the character of the area or inconsistent with trends of development in the area;
- b. Does not have an unduly adverse effect on existing traffic patterns, movements and intensity; and
- c. Is consistent with the Comprehensive Plan. In granting any conditional use the board shall find that such grant will not adversely affect the public interest.

2. To authorize, upon appeal, such waivers from the terms of the zoning chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from such terms, the board of adjustment must find:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved

and which are not applicable to other lands, structures or buildings in the same zoning district; such conditions may include, but are not limited to, topography, preservation of vegetation, access, vehicular and pedestrian safety and preservation of scenic views;

- b. That the special conditions and circumstances do not result from the actions of the applicant;
- c. That granting the waiver requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings or structures in the same zoning district;
- d. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;
- e. That the waiver granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
- f. That the grant of the waiver will be in harmony with the general intent and purpose of the Code and Comprehensive Plan, will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

2.6.2 *Conditions:* In granting any waiver, the board of adjustment may prescribe appropriate conditions and safeguards. Any violation of those conditions and safeguards shall be deemed a violation of this Code. The board of adjustment may prescribe a reasonable time limit within which the action for which the waiver is required shall be begun, completed or both.

2.6.3 *Limitation on Power:* Under no circumstances shall the board of adjustment grant a waiver to permit a use not generally or by special exception permitted in the zoning district involved, or any use expressly or by implication prohibited by the terms of the Code in said zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning classifications or district, and no permitted use of lands, structures or buildings in other zoning classifications or districts shall be considered grounds for the authorization of a waiver.

(Ord. No. 522, § 3, 8-1-89)



CITY OF MOUNT DORA

AGENDA

FOR THE REGULAR BOARD OF ADJUSTMENT MEETING
OF THE CITY OF MOUNT DORA, FLORIDA
DOWNTOWN COMMUNITY BUILDING
520 BAKER STREET - MOUNT DORA, FLORIDA
August 11, 1992 - 5:00 P.M.

1. Call to Order
2. Roll Call
3. Approval of the minutes of the June 9, 1992 meeting.
4. Old Business
5. New Business
 - A. Consideration of a request for a variance to Section 6.6.2 (3) and Section 3.4.7 (5) of the Mount Dora Land Development Code for the proposed Shadow Harbor development to be located at Fourth Avenue and McDonald Street.
6. Other Business
7. Adjournment

"If any person decides to appeal any decisions made at this meeting, with respect to any matter considered at this meeting, such person will need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is to be based."

BOARD OF ADJUSTMENT MEETING
MINUTES OF JUNE 9, 1992
5:00 P.M

The regular meeting of the Board of Adjustment was called to order at 5:00 p.m. with the following members present: Jean Karr, Queen McNair, Jane Kramer and D.R. Davis. Also present was Gary Cooney, City Attorney, Joann Ricci, Community Development Director, Sharon Farrell, Community Development Planner, and Layna Bishop, Recording Secretary.

A motion was made by Jane Kramer to approve the minutes for May 12th, seconded by D.R. Davis. The motion passed unanimously.

The first item for consideration was the request for a conditional use permit for a home occupation by Mr. Michael J. Price. Mr. Price was present and stated that he resides at 2000 Sunset Road and wants to be a writer. He is attempting to make a reduction in his career making a path toward his retirement. A motion was made by D.R. Davis to approve the conditional use permit subject to the staff recommendations. The motion was seconded by Queen McNair and passed unanimously.

The next item for consideration was the request for a conditional use permit by Natural Edge Environmental Corporation for fertilizer blending and packaging plant. Mr. Dick Campbell, agent and principle for Natural Edge stated that they want to take over the existing vacant fertilizing plant, clean it up and convert to a natural organic plant - humate. He advised that the material will come into the plant untreated, the material will go through a process of adding materials which will activate it making it soluble and usable by a plant. It does not contain heavy metals and does not have an odor. Mr. Campbell advised that testing is currently being done in Canada in which the material is being ingested by humans with the hopes of increasing the immune system. He stated that the material is presently being used in Europe for stomach acids.

Mr. Campbell commented that the material is already marketed to agricultural interest and golf courses as a turf builder. It is also available to homeowners.

Jean Karr requested that the staff recommendations pertaining to the public safety conditions to submit fire alarm plans, sprinkler system plans, and copies of the site inspections in relation to environmental concerns, be amended to include submitted for approval.

Jane Kramer expressed concern regarding traffic impact. Mr. Campbell advised that the materials will be brought in by rail car and will go out by 18 wheelers, and should not create more traffic than the previous fertilizer company.

Jane Kramer made a motion to approve the conditional use permit subject to staff recommendations. Seconded by D.R. Davis. The motion passed unanimously.

Jean Karr requested that the staff recommendations be included with the minutes. Sharon Farrell informed the committee that a copy of the staff recommendations are included in the minute book with the minutes.

A motion was made by D.R. Davis to adjourn the meeting at 5:18 p.m.

Jane Kramer stated that Joann Ricci spoke at the Council over 50 meeting and commended her and felt that she was a great asset to the city.

Queen McNair seconded the motion to adjourn.

The meeting was called back to order at 5:19 p.m. to allow Mr. Larry Lewis approach the board regarding the Natural Edge request.

Mr. Larry Lewis stated that he was there on behalf of Mr. Michael Matheson, an adjoining property owner. He asked if the main fertilizer building would be demolished, and if so requested that precautions be taken to prevent materials from being blown onto Mr. Matheson's property. Mr. Campbell advised that it was not.

Mr. Lewis inquired on the number of employees. Mr. Campbell stated that the first year will have nine and by year three, they should have up to 20. Employees will work days, the hours 8:00 to 5:00 p.m.

Mr. Campbell stated that the material is not a fertilizer, but a plant growth activator which is a natural material whereas a fertilizer can be chemical.

Mr. Lewis stated that he was happy that someone was taking over the building and he was pleased with the direction the board and staff have taken.

A motion was made by D.R. Davis and seconded by Jane Kramer the board adjourned at 5:30 p.m.

adj69

**APPLICATION FOR VARIANCE
CITY OF MOUNT DORA**

(please type or print)

FILE# _____
FEE _____

1. Applicant's Name The Land Planning Group, Inc.
Address 1755 US Hwy. 441, West Mount Dora, FL 32757
Telephone Number (904) 383-1444
2. Owner's Name Lake Dora Shores Limited Partnership
Address 2201 Wilson Blvd. Arlington, VA 22201
Telephone Number _____
3. Property Address McDonald Street
4. The property is generally located in the vicinity of the following streets: 4th Street and McDonald Street
5. Area of property 41,988 Sq. Ft. .96 Acres
6. Does property have or will have the following:
Central water & sewer X well & septic tank _____
7. Existing zoning is R-3: project will be reviewed under C-2
8. Number of existing structures on the property and the present use of those structures and of the property. 6 condominium units
9. The property is proposed to be used for 8 additional dwelling units
10. A variance is requested to Section 6.6.2, Subsection 3 and Paragraph a, of the Zoning Ordinance to allow rear setbacks of 19 feet (minimum); deletion of required 10' landscape buffer; and maximum building height of 35'. See note.
11. A site plan prepared in accordance with submittal requirements shown on pages 5,6,7 of this application is herewith attached, if applicable.
X yes _____ no
12. State the reasons or basis for this variance request 1) setbacks - lot narrows in depth at location of proposed buildings; 2) buffer - lot is below street level with wall along perimeter existing buildings are on property line; 3) maximum building height - requested height is compatible with existing buildings height and, due to elevation of site, proposed buildings will not exceed 25' from street level; and 4) density - see note below.
13. Has any previous application been filed within the last year in connection with this property? _____ yes X no. If yes, briefly describe the nature _____
14. The exact legal description of the property being petitioned is as follows.
See attached.

With written permission of the city and in full compliance with the Land Development Code, the buffer may include a stormwater retention area/or septic tank.

3. *Required buffer widths.* Requirements for buffers are based on the intensity of the proposed development or use, and the use which is developed or designated on all adjacent properties. In order to determine the type of buffer required for a proposed use, the following procedure shall apply:
 - a. Identify the zoning classification of the site and all adjacent properties.
 - b. Refer to Table VI-1 and/or Table VI-2 for the buffer type required on each boundary.
 - c. Refer to buffer type description.
 - d. An additional ten (10) feet of buffer width shall be required for each story of the proposed building above the first story.
 - e. The total required buffer width may be reduced by up to ten (10) feet and the number of required planting materials may be reduced by twenty percent (20%) if a six-foot-high brick wall is installed as a part of the buffer.
4. *Buffer type description.* Each buffer type shall contain the materials described as follows, with the remainder of each buffer area landscaped with grass, ground cover or other landscape treatment:
 - a. Buffer Type A:
 - (1) Minimum average width—twenty-five (25) feet.
 - (2) Required materials: Landscaping—For each one hundred (100) linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this section:
 - Three (3) canopy trees.
 - Five (5) understory trees.
 - Fifteen (15) shrubs.
 - b. Buffer Type B:
 - (1) Minimum average width—thirty (30) feet.

5. be reviewed by the design review committee, which may adopt more stringent standards than those contained herein.

- a. Minimum building setbacks—Buildings shall be set back from property lines consistent with existing adjacent or nearby buildings so as to provide ~~a uniform frontage and spacing~~ without blocking reasonable visibility of existing buildings.
- b. Maximum building heights—thirty-five (35) feet. Within one hundred feet of Lake Dora—twenty-five (25) feet.
- c. Minimum street frontage—No minimum; provided, that building and fire codes can be met and necessary service areas can be provided.
- d. Parking spaces required in Section 6.5 will be provided. However, where it can be demonstrated that a business is operating from an existing building on property that is now exempt from the current off-street parking requirements and further that the land on which the building is situated could not provide an additional area or areas upon which an adequate amount of off-street parking could be constructed for that business, then said business shall, in lieu of providing parking spaces, make payment to a city fund for the provision of parking in the area. Payment to the fund shall be based on a sum equivalent to the estimated, normal, current cost to the city of providing required parking spaces, including the cost of the land on which it is constructed to serve the current use of the property. Any off-street parking fee established in this manner shall run with the land, and any subsequent changes of use that require more parking shall require subsequent action to satisfy the additional parking requirement. No refund of such payment shall be made when there is a change of use requiring less off-street parking.

The amount of payment shall be computed for each property and its current use based on the zoning requirements that are currently in effect within the City of Mount Dora. The total payments in each case will be due over a period of ten (10) years with one-tenth of

plan is due pursuant to s. 163.3167(2) may notify the state land planning agency that it shall complete its evaluation and appraisal report in accordance with this section at the time specified or provided for submission of a revised comprehensive plan in compliance with this part. Upon such notification, the state land planning agency shall extend any due dates established pursuant to subsection (1).

History.—s. 11, ch. 75-257; s. 10, ch. 85-55; s. 11, ch. 86-191.

163.3194 Legal status of comprehensive plan.—

(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(b) All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

(2) After a comprehensive plan for the area, or element or portion thereof, is adopted by the governing body, no land development regulation, land development code, or amendment thereto shall be adopted by the governing body until such regulation, code, or amendment has been referred either to the local planning agency or to a separate land development regulation commission created pursuant to local ordinance, or to both, for review and recommendation as to the relationship of such proposal to the adopted comprehensive plan, or element or portion thereof. Said recommendation shall be made within a reasonable time, but no later than within 2 months after the time of reference. If a recommendation is not made within the time provided, then the governing body may act on the adoption.

(3)(a) A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(b) A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(4)(a) A court, in reviewing local governmental action or development regulations under this act, may consider, among other things, the reasonableness of the comprehensive plan, or element or elements thereof relating to the issue justiciably raised or the appropriateness and completeness of the comprehensive plan, or element or elements thereof, in relation to the governmental action or development regulation under consideration. The court may consider the relationship of the comprehensive plan, or element or elements thereof, to the governmental action taken or the development regulation involved in litigation, but private property shall not be taken without due process of law and the payment of just compensation.

(b) It is the intent of this act that the comprehensive plan set general guidelines and principles concerning its purposes and contents and that this act shall be construed broadly to accomplish its stated purposes and objectives.

(5) The tax-exempt status of lands classified as agricultural under s. 193.461 shall not be affected by any comprehensive plan adopted under this act as long as the land meets the criteria set forth in s. 193.461.

History.—s. 12, ch. 75-257; s. 1, ch. 77-174; s. 2, ch. 77-223; s. 12, ch. 80-329; s. 69, ch. 81-259; s. 11, ch. 85-55.

163.3197 Legal status of prior comprehensive plan.

Where, prior to the adoption of a revised plan pursuant to s. 163.3167(2), a local government had adopted a comprehensive plan, or element or portion thereof, such adopted plan, or element or portion thereof, shall have such force and effect as it had at the date of adoption until a new comprehensive plan, or element or portion thereof, is adopted by or for such local government pursuant to the provisions of this act. The prior adopted plan, or element or portion thereof, may be the basis for meeting the requirement of comprehensive plan adoption set out in this act, provided all requirements of this act are met.

History.—s. 13, ch. 75-257; s. 12, ch. 85-55.

163.3201 Relationship of comprehensive plan to exercise of land development regulatory authority.—

It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act.

History.—s. 14, ch. 75-257; s. 13, ch. 85-55.

163.3202 Land dev

(1) Within 1 year after the adoption of a comprehensive plan for the state, each county, each municipality, and each coastal management element shall, pursuant to s. 163.3177, develop a land development regulation to implement their adopted comprehensive plan.

(2) Local land development regulations shall be specific and detailed to implement the adopted comprehensive plan to a minimum:

(a) Regulate the use of land;

(b) Regulate the use of land in categories including, but not limited to, ensure the compatibility of development with open space;

(c) Provide for protection of land;

(d) Regulate areas of flooding and provide for flood management;

(e) Ensure the protection of lands designated as open space;

(f) Regulate signage;

(g) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(h) Ensure the protection of lands designated as open space.

(i) Regulate signage.

(j) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(k) Ensure the protection of lands designated as open space.

(l) Regulate signage.

(m) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(n) Ensure the protection of lands designated as open space.

(o) Regulate signage.

(p) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(q) Ensure the protection of lands designated as open space.

(r) Regulate signage.

(s) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(t) Ensure the protection of lands designated as open space.

(u) Regulate signage.

(v) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(w) Ensure the protection of lands designated as open space.

(x) Regulate signage.

(y) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(z) Ensure the protection of lands designated as open space.

(aa) Regulate signage.

(ab) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(ac) Ensure the protection of lands designated as open space.

(ad) Regulate signage.

(ae) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(af) Ensure the protection of lands designated as open space.

(ag) Regulate signage.

(ah) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(ai) Ensure the protection of lands designated as open space.

(aj) Regulate signage.

(ak) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.

(al) Ensure the protection of lands designated as open space.

(am) Regulate signage.

(an) Provide that public improvements exceed the standard of improvements element available when needed for development orders and availability of these public improvements to serve the purpose of the comprehensive plan.



CITY OF MOUNT DORA

MEMORANDUM

TO: Board of Adjustment members

FROM: Sharon O. Farrell, Planner II *sof*

DATE: August 6, 1992

RE: Reference material for Shadow Harbor

For convenience in your review, I am sending the section of the minutes from the Development Review Committee meeting of July 29th; the letter to the Land Planning Group addressing the density of the project dated July 28th; Section 2.6.1 of the Mount Dora Land Development Code.

In addition, a request for a conditional use permit has been added to the agenda, please review the minutes and attached application.



BLUE FILE

Subject SHADOW HARBOUR

Date Sent to file _____

Post-It™ file request pad 7667



CITY OF MOUNT DORA

July 27, 1992

Dear Property Owner;

**RE: Shadow Harbor Project Zoning Variance,
McDonald St. and Fourth Ave.**

Please be advised that the Land Planning Group representing Shadow Harbor Development Project is requesting variances from the City of Mount Dora's Land Development Code Regulation for each of the following:

HEIGHT: The twenty-five (25) foot height requirement for structures located within one-hundred feet of Lake Dora to construct single family units thirty-five (35) feet in height (Zoning Regulations 3.4.7,5,b, page 144).

BUFFERS: The ten (10) foot landscape buffer required on the outer perimeter of the parcel (Design Standards 6.6.2,4,a, page 379).

The Board of Adjustment will consider this request for variances at their August 11, 1992 meeting. The meeting will be held in the Council Chambers of the Community Building 520 Baker Street, Mount Dora, Florida and will be held at 5:00p.m.

You are hereby notified of this meeting and invited to attend or provide any written comments you may have by August 9, 1992.

If you have any questions concerning this matter, please do not hesitate to contact me at (904) 735-7124.

Sincerely,



JoAnn Ricci

Community Development Director

CITY OF MOUNT DORA

POST OFFICE BOX 176
MOUNT DORA, FLORIDA 32757
(904) 735-7100

F A X TRANSMITTAL SHEET

DATE:

7/28/92

TO:

DOTTI KEEDY

FAX NO:

383-3877

FROM:

JOAN RICE

NUMBER OF PAGES (Including this transmittal sheet)

3

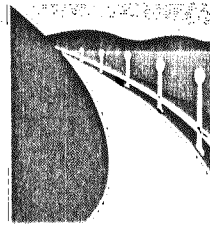
If you have any problems with receipt of this document,
please notify the person identified below:

Operator sending document: _____

Phone No.: _____

FAX NO.: 904-383-4801

**The
Community
Redevelopment
Agency
Mount Dora**



428 Donnelly Street, Suite 3 / P.O. Box 1632 / Mount Dora, Florida 32757 / (904) 735-3353 / Fax (904) 735-3353

MEMORANDUM

TO: Joanne Ricci, Director of Community Development
FROM: Bob Beaugrand,  Exec. Dir. CRA
DATE: July 28, 1992
RE: Shadow Harbor Proposed Development

Please be advised that at the July 23, 1992 meeting of the Downtown Design Review and Historical Preservation Committee, the board unanimously approved the conceptual designs, elevations and color renderings of the above referenced project. Mr. Robert Johnson Jr., Edifice Design Group, and Mr. Tim Green, The Land Planning Group, made the presentation on behalf of the owner.

Review of the project included the following:

- * architectural form and style;
- * texture of exterior materials;
- * patterns and rhythm as the placement and size of windows, doors, balconies, marquees, awnings and roof designs;
- * colors of structures;
- * signage and graphics;
- * and aesthetic exterior lighting.

If you have any questions regarding this review, please don't hesitate to contact me.

RWB



CITY OF MOUNT DORA

POST OFFICE BOX 176
MOUNT DORA, FLORIDA 32757
(904) 735-7100

F A X TRANSMITTAL SHEET

DATE: 7/27/92
TO: GARY LOONEY
FAX NO: 343-5301
FROM: JOHN

NUMBER OF PAGES (Including this transmittal sheet) 2

If you have any problems with receipt of this document,
please notify the person identified below:

Operator sending document: JOHN
Phone No.: 735-7124

FAX NO.: 904-383-4801

GARY:

ON FRIDAY I SPOKE WITH DCA REGARDING
DENSITY FOR SHADOW HORROR. I WAS TOLD THAT
COMB ROW CONTROLS HIGHEST DENSITY TO
BE ALLOWED WOULD BE 11.9 DU/A. THERE IS
ALSO A POLICY THAT STATES THAT WE ADOPT
THE STANDARDS. CAN I JUST SAY NO OR
DOES POZ SAY NO? PLEASE CALL DRC IS
WEDNESDAY. PROPERTY NEEDS TO BE POSTED TODAY

II. FUTURE LAND USE ELEMENT

A. PURPOSE

The purpose of this element is to identify the desired future land use for all lands within the City of Mount Dora and the Mount Dora planning area, based on existing land use patterns, natural conditions, compatibility of uses, growth trends, community goals and projected provision of services. This element is implemented through goals, objectives and policies and the various tools identified therein including the enforcement of land development regulations.

11-13

B. STANDARDS

Land use categories are designated for existing land uses and indicate the preferred future uses of all lands in the planning area. Residential densities (DU/acre) are defined in terms of the total number of dwelling units on a parcel divided by the total gross acres of the parcel, subtracting out any water bodies.

1. Low-Density Residential (0.01 to 2.50 DU/acre)

This use is appropriate where urban services are to be kept to a minimum so as to provide areas of semi-rural or suburban character. Central sewer may not be necessary in some of these areas.

2. Medium-Density Residential (2.51 to 6.00 DU/acre)

This use is intended to provide a buffer between low-density residential uses and more intense uses, such as high-density residential or commercial. It is also suitable at major intersections when adequate buffering from the highways can be provided.

% 3. High-Density Residential (6.01 to 11.90 DU/acre)

This use is intended for areas close to major intersections and commercial areas where a slightly higher amount of residential trips can be allowed because they are relatively short due to their proximity to shopping and major roads.

4. Office

This use is intended to provide a transition between residential areas and high traffic corridors, and to provide opportunities for high-quality office parks.

% 5. Commercial

This category is primarily for retail businesses. Areas designated as commercial along US 441/SR 19A are intended for shopping center type development, while downtown commercial areas are intended for shops in keeping with the existing character of downtown.

- g. The standards described in Section II-B are hereby adopted. Land development regulations must be consistent with those standards and all other provisions of this Comprehensive Plan.

5. To ensure the protection of natural resources.

Policies:

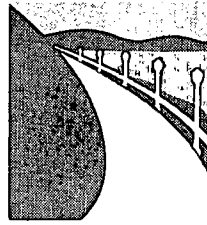
- a. Identify areas of environmental concern on the Future Land Use map as "Conservation" areas consistent with the Conservation Element. This includes mapping of flood prone areas, potable water wellfields and environmentally sensitive lands if they are identified within the planning area; the mapping may occur on the FLU map or within another appropriate element.
- b. Adopt by March 1, 1992, and enforce appropriate development regulations to protect conservation areas and potable water wellfields.
- c. Monitor results through the development review and approval process and provide updates to the Comprehensive Plan and land development regulations every five years.
- d. Coordinate local efforts with any appropriate resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes, and approved by the Governor and Cabinet.

6. To discourage the proliferation of urban sprawl.

Policies:

- a. Through the adoption of this plan and through the subsequent enforcement of development regulations and capital improvements programming, allow only land use patterns and developments that can be efficiently provided with necessary public services under the concurrency management system.
- b. Through the adoption of land development regulations by March 1, 1992, provide development standards that create usable open spaces. This may include such approaches as clustering of development, minimum standards for open space dedication, or payments in lieu of land dedication.
- c. Adopt land development regulations by March 1, 1992 to control strip commercial development through access limitations. Through the adoption of the future land use map herein and through related zoning decisions restrict commercial land uses to intersections of arterials and non-residential collector roads.
- d. Promote the continuation of agricultural uses until such time that conversion to large-scale, well-planned development is

**The
Community
Redevelopment
Agency
Mount Dora**



428 Donnelly Street, Suite 3 / P.O. Box 1632 / Mount Dora, Florida 32757 / (904) 735-3353 / Fax (904) 735-3353

MEMORANDUM

TO: Joanne Ricci, Director of Community Development
FROM: Bob Beaupre,  Exec. Dir. CRA
DATE: July 28, 1992
RE: Shadow Harbor Proposed Development

Please be advised that at the July 23, 1992 meeting of the Downtown Design Review and Historical Preservation Committee, the board unanimously approved the conceptual designs, elevations and color renderings of the above referenced project. Mr. Robert Johnson Jr., Edifice Design Group, and Mr. Tim Green, The Land Planning Group, made the presentation on behalf of the owner.

Review of the project included the following:

- * architectural form and style;
- * texture of exterior materials;
- * patterns and rhythm as the placement and size of windows, doors, balconies, marquees, awnings and roof designs;
- * colors of structures;
- * signage and graphics;
- * and aesthetic exterior lighting.

If you have any questions regarding this review, please don't hesitate to contact me.

RWB



****continued minutes from**
Development Review Committee
July 29, 1992**

Shadow Harbor Development

Consideration of variance request to Section 6.6.2 (3) and Section 3.4.7 (5) of the Mount Dora Land Development Code as requested by the Land Planning Group for the proposed Shadow Harbor development to be located at Fourth Avenue and McDonald Street.

(see attached note)

The applicant, Alan Cheek, was requested to introduce himself and the members of his team to all of the members of the committee. Present were Ted Weeks, Dottie Keedy, David Klutz, Tim Greene, and Rob Johnson, representing Shadow Harbor Development. Ms. Ricci requested clarification regarding the ownership of the property. She noted a discrepancy between the owner listed on the application and the owner listed on the site plan. Mr. Cheek indicated that he and Tim Gissy own the property.

The applicant is requesting two variances from the Provisions of the City of Mount Dora's Land Development Code. They are:

- 1. A variance from all buffer requirements. The buffer requirements in C-2 are a 10 foot buffer along the perimeter of the property with an additional 10 feet of**

buffer for each building story above the first story. In this case the total buffer required would be 30 feet.

2. A variance from the requirement limiting the height of buildings within 100 feet of Lake Dora to 25 feet. The applicant desires to build three story structures along Lake Dora 35 feet in height.

The applicant discussed their desire for these variances for this project by qualifying the request and indicating that this project would capture "the character of Mount Dora." Rob Johnson explained that downtown needed to bring people downtown. A long discussion ensued.

The applicant was asked if a project could be built on the site meeting the requirements for buffers under C-2 zoning.

The applicant reinforced the need for height to provide more green space on the site. The applicant pointed out that there were pockets of green space located between the buildings as shown on the site plan. In addition, the applicant indicated that the six foot wall along the north and east border of the new development area would be retained.

The applicant was asked if a project could be built that would not require the variance to the height limitation.

The applicant indicated that the limitation to height in the code was in response to the condo's on the

hill. The applicant indicated that this was wrong. Mr. Snowberger corrected the applicant by stating that the height limitation made sense for Mount Dora. Mr. Snowberger indicated that there were further concerns regarding the limited access to buildings because they were long and closely spaced. The discussion continued with regard to the above concerns and concerns about driveway access width for emergency vehicles. When the first round of discussion was completed, the applicant was informed of the provisions in the code that allow for variances. Ms. Ricci read Section 2.6.1, 2, e, (p6.4.2) of the code.

A motion for recommendation to the Board of Adjustments was made by Chief Putman "that the variances were excessive and because a project could be built on the site without the need for the variances requested". The motion was seconded by Mr. Snowberger. Discussion followed.

During the discussion the letter (dated July 28, 1992) regarding density written by Ms. Ricci, was addressed by the committee and the applicant. The applicant indicated they would still desire the variances. Another period of discussion occurred following the motion. The motion included exploration of the fire rescue concerns and accessibility to the project. During the discussion, the applicant agreed to provide residential sprinklers on all floors of the three story buildings.

Mr. Greene requested that it be noted in the record that the previous site plan (1983) allowed buildings to build at 35 feet. Mr. Snowberger corrected Mr. Greene as to why the variance was given on the original project and further stated that there have been other projects where such a variance was denied. Discussion continued regarding the concerns for access and fire safety versus views of the lake. It was noted that the views of the lake would be blocked from three units located behind the lakefront units on the site plan. The applicant stated that views of the lake would not be obstructed from the other three units on the site.

Mr. Johnson expressed concern regarding safety of the occupants of the development. He wanted to assure that the occupants would live in safe conditions.

In conclusion, the applicant agreed to provide residential sprinklers all the way through the three story structures.

A vote was taken on the first motion stating that the variances are excessive. The motion failed.

Chief Putman then made a motion "recommending that a variance from height be forwarded to the Board of Adjustments provided that residential sprinklers be provided on all floors of the three story buildings; that the driveways be widened to provide adequate access for emergency vehicles; that adequate turning radius be provided to accomodate an aerial unit-should one be

purchased by the city." The motion was seconded by Mr. Snowberger. The motion was carried by a vote 3-0. Mr. Snell was absent from the discussion and the vote.

Shadow Harbor Development

This application is being reviewed under C-2 because the Future Land Use Map designates the site as commercial. The site is currently zoned R-3. Review under C-2 was an early request by Greg Bileveau of Land Planning Group, representing the applicant, on the basis of the site's designation on the Future Land Use Map and because C-2 offers the greatest flexibility for review. The city's attorney concurred that the Future Land Use Map controls and recommended that the project be reviewed under C-2.



CITY OF MOUNT DORA

July 20, 1992

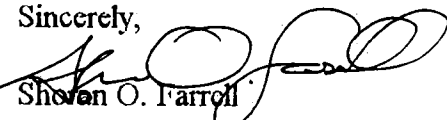
Gissy Check Unl.
347 W. 8th Ave.
Mount Dora, Fl. 32757

Dear Zoning Applicant:

Please be advised that The Development Review Committee will consider your zoning request at their July 29, 1992 meeting. The meeting will be held at City Hall, in the downstairs conference room, Mount Dora, Florida and begins at 10:00 a.m.

The comments from that meeting will be forwarded to the Board of Adjustment at their August 11, 1992 meeting. The meeting will be held in The Council Chambers of the Community Building, 520 Baker Street, Mount Dora Florida and begins at 5:00 p.m.

Sincerely,



Shawn O. Farrell
Community Development

SOF:ea

CITY OF MOUNT DORA

July 20, 1992

Land Planning Group
C/O Ms. Keedy
1755 U.S. New Highway 441 West
Mount Dora, Fl. 32757

Dear Zoning Applicant:

Please be advised that The Development Review Committee will consider your zoning request at their July 29, 1992 meeting. The meeting will be held at City Hall, in the downstairs conference room, Mount Dora, Florida and begins at 10:00 a.m.

The comments from that meeting will be forwarded to the Board of Adjustment at their August 11, 1992 meeting. The meeting will be held in The Council Chambers of the Community Building, 520 Baker Street, Mount Dora Florida and begins at 5:00 p.m.

Sincerely,



Shoran O. Farrell
Community Development

SOF:ea

912816

CITY OF MOUNT DORA
MOUNT DORA, FLORIDA 32757

BUILDING DEPARTMENT

DATE July 8 10 1992

ISSUED BY FARRELL

BD 01336

RECEIVED FROM GISSY 3 CHECK UNLIMITED PHONE (904) 383 - 1444

STREET ADDRESS 347 W. 8th Ave CITY Mt. Dora STATE FL ZIP 32753

PERMITTING FEES

ACCOUNT #		DESCRIPTION		AMT. PAID		ACCOUNT #		DESCRIPTION		AMT. PAID	
	001xx3220000		Building Permit				420xx4753000		Water Use Benefit		
	001xx2080100		Radon Trust Fund				420xx4752000		Sewer Use Benefit		
	420xx4741000		Water Meter				112xx3632700		Library Impact		
	410xx4510500		Temp. Electric				113xx3632700		Recreation Impact		
	001xx3412000		Zoning Application Fee	250	00		114xx3632200		Fire/EMS Impact		
							115xx3632200		Police Impact		
							001xx2080200		Road Impact Fees Pay		
	* SHADOW										
	HARBOR										

0103

GISSY AND CHEEK UNLIMITED 051392
347 WEST 8TH AVENUE
MOUNT DORA, FL 32757

63-215/631
BRANCH 131

**PAY
TO THE
ORDER OF.**

OF City of Mount Dora
Two Hundred Fifty

 **SunBank, N.A.**
Mt. Dora Office 131
Mt. Dora, FL 32757
SunService Center (904) 589-4786

7/8/1992

\$ 250.00

DOLLARS



SunBank, N.A.
Mt. Dora Office 131
Mt. Dora, FL 32757
SunService Center (904) 589-4788

FOR variance application request

application request



TRANSMITTAL

Sharon Farrell
Community Development Coordinator
City of Mount Dora
P O Box 176
Mount Dora, FL 32757

Date: July 10, 1992

Project No.: #556/1

SUBJECT: Shadow Harbor Variance Submittal

TRANSMITTED ARE:

- ☒ Attached via: hand delivery
- ☐ Under separate cover via:
- ☒ Drawings/Maps/Photos
- ☐ Report

TRANSMITTED AS CHECKED:

- ☒ For approval
- ☐ For your use
- ☐ As requested
- ☐ For review and comment
- ☐ For your information

NO. OF COPIES	DESCRIPTION
1	Variance application, tax receipt and \$250.00 fee
8	Site plans and supporting documentation

REMARKS: Enclosed are the above referenced documents. If you should need additional information, please do not hesitate to call.

Signed: Dottie Keedy *DJK*

cc: Alan Cheek

The Orlando Sentinel

Published Daily
\$7.52

State of Florida } S.S.
COUNTY OF ORANGE }

Before the undersigned authority personally appeared Tuesday C. Leavitt, who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at TAVARES LAKE in LAKE County, Florida; that the attached copy of advertisement, being a PUBLIC NOTICE in the matter of JULY 29, 1992 in the LAKE Court, was published in said newspaper in the issue; of 07/19/92

Affiant further says that the said Orlando Sentinel is a newspaper published at TAVARES LAKE in said LAKE County, Florida, and that the said newspaper has heretofore been continuously published in said LAKE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in TAVARES LAKE in said LAKE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 22 day of July, 19 92, by Tuesday C. Leavitt, who is personally known to me and who did take an oath.

NOEMI R. LUCERO
(SEAL)

Noemi R. Lucero

Notary Public, State of Florida

My commission expires August 28, 1994

Commission # 00042971

PUBLIC NOTICE
NOTICE IS HEREBY GIVEN THAT THE MOUNT DORA RE-DEVELOPMENT REVIEW COMMITTEE WILL CONDUCT A MEETING ON WEDNESDAY, JULY 29, 1992 AT 10:00 A.M. IN THE BASEMENT OF CITY HALL, 510 N. BAKER STREET, MOUNT DORA, FLORIDA 32757. THE PURPOSE OF THIS MEETING IS TO CONSIDER SUBDIVISION FOR PHASE II-1: COUNTRY CLUB OF MOUNT DORA, CONSIDER SUBDIVISION FOR RE-PLAT OF PHASE I COUNTRY CLUB OF MOUNT DORA, CONSIDER VARIANCE REQUEST TO SECTION 6.6.2 (3) AND SECTION 3.4.7 (5) OF THE MOUNT DORA LAND DEVELOPMENT CODE FOR THE PROPOSED SHADOW HARBOR DEVELOPMENT TO BE LOCATED AT FOURTH AVENUE AND McDONALD STREET AND CONSIDER APPROVAL OF SITE PLAN FOR A SINGLE FAMILY CLUSTER DEVELOPMENT TO BE LOCATED AT FOURTH AVENUE AND McDONALD STREET. "IF ANY PERSON DECIDES TO APPEAL ANY DECISIONS MADE AT THIS MEETING, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, SUCH PERSON WILL NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED." DATED POSTED: JULY 15, 1992 POSTED BY: Sharon O. Farrell, Community Development Planner LAK7G64018 JUL 19, 1992

List the owner's names and mailing addresses for all property lying within one square block surrounding the property legally described on page two of this applications, as recorded on the latest Official County Tax Rolls which are located in the office of the Building & Zoning Administrator.

Charles & Marjorie Raney
Name P O Box 4388
Address Akron, OH 44321
City **State** **Zip**

Mabel Moyer, Trustee
Name 343 McDonald Street
Address Mount Dora, FL 32757
City **State** **Zip**

Fairfax Nursing Center, Inc.
Name 10701 Main Street
Address Fairfax, VA 22030
City **State** **Zip**

Paul Odom
Name 705 W. Burleigh Blvd.
Address Tavares, FL 32778
City **State** **Zip**

Eric Shabacker
Name 5021 Eggleston Ave., Suite B
Address Orlando, FL 32804
City **State** **Zip**

Forty West Gay Partnership
Name P O Box 133
Address Essaquan, WA 98027-0133
City **State** **Zip**

Ruth Finucan
Name 360 McDonald Street
Address Mount Dora, FL 32757
City **State** **Zip**

Mount Dora Yacht Club
Name P O Box 876
Address Mount Dora, FL 32757
City **State** **Zip**

HFC Commercial Realty, Inc.
Name 100 S. Alexander Street
Address Mount Dora, FL 32757
City **State** **Zip**

Richard Edgerton
Name P O Box 175
Address Mount Dora, FL 32757
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
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City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

Name
Address
City **State** **Zip**

OWNER: ALAN CHEEK
CHEEK CONSTRUCTION, INC.
P.O. BOX 690636
ORLANDO, FL. 32869

C-2 ZONING

C/L FOURTH AVENUE

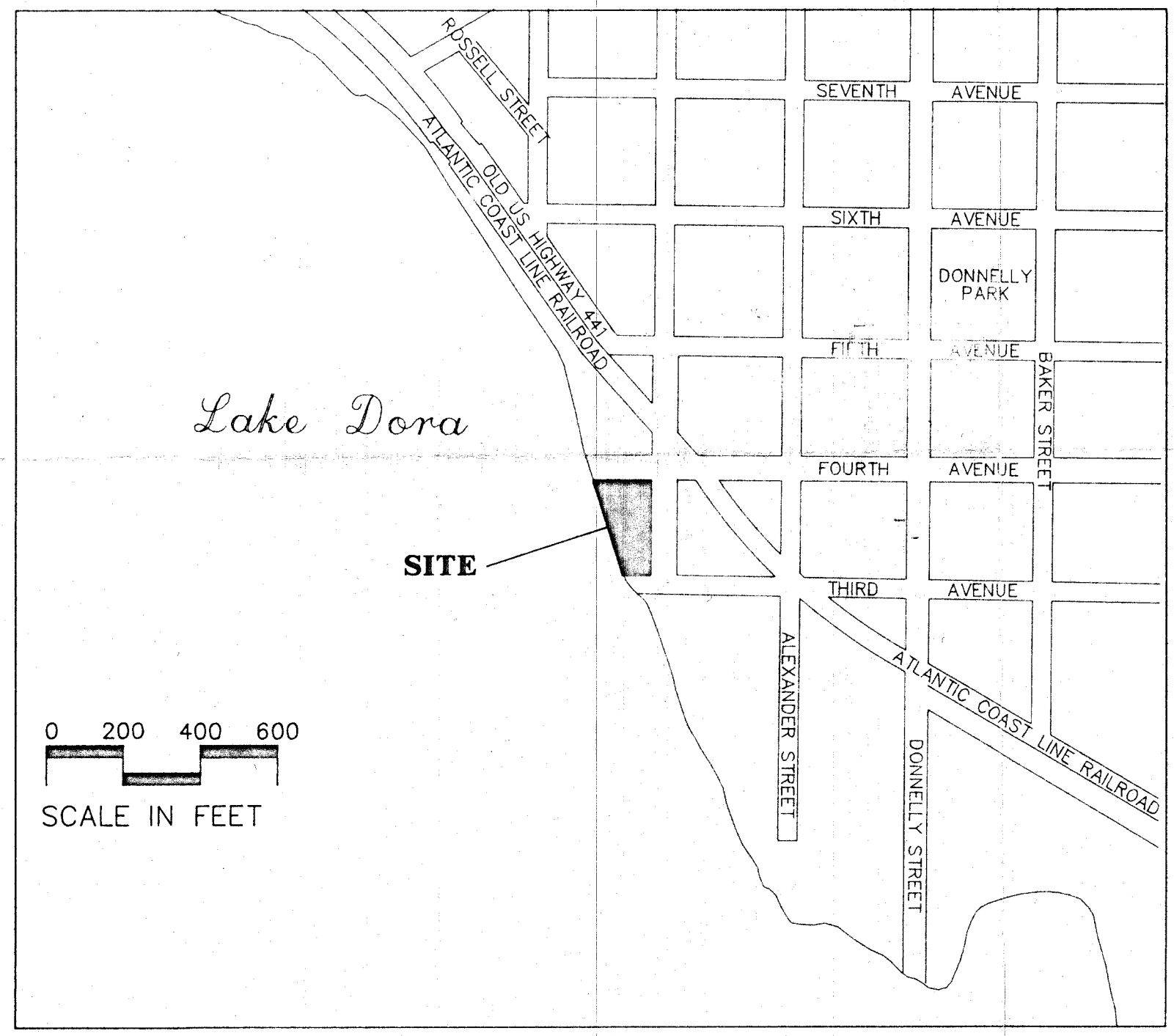
EXISTING WALL (BUFFER)

EXISTING MUNICIPAL DOCK

EXISTING TREE

LAKE DORA

LOCATION MAP



PROPOSED BOARDWALK

EXISTING SEAWALL

R-3 ZONING

EXISTING SEWER LINE
TO BE RELOCATED

EXISTING DOCK FACILITY

EXISTING BUILDING

EXISTING BUILDING

EXISTING GARAGE

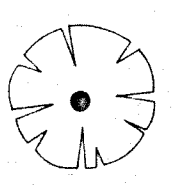
EXISTING DRIVEWAY

C/L McDONALD STREET

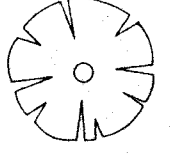
R-3 ZONING

C/L THIRD AVENUE

C-2 ZONING



TREES TO BE REMOVED



EXISTING TREES

NOTES:

SQUARE FOOTAGE OF PROPERTY - 41,988 SQ. FT.
INTENDED USE: 6 3-STORY SINGLE FAMILY DWELLING UNITS (PROPOSED)
2 2-STORY SINGLE FAMILY DWELLING UNITS
PARKING: 2 SPACES PER UNIT (LOCATED IN 2-CAR GARAGE ON FIRST FLOOR)
MAXIMUM BUILDING HEIGHT - 35 FT.
PERCENTAGE OF IMPERVIOUS SURFACE - 53.2% (22339 SQ. FT.)
TOTAL AREA OF SITE - 41989 SQ. FT.

NOTES: 1. LANDSCAPE PLAN TO BE SUBMITTED ON SEPARATE SHEET.
2. PROJECT ZONED R-3 BUT DESIGNED TO C-2 CRITERIA
PER FUTURE LAND USE MAP.

LEGAL DESCRIPTION

LOTS 1 THRU 11, INCLUSIVE, BLOCK 6, ACCORDING TO THE PLAT OF ENOCH J. TOMPKINS SUBDIVISION, IN THE CITY OF MOUNT DORA, FLORIDA, SECTION 31, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 7., PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE AFORESAID LOT 11 AND RUN THENCE SOUTH 00° 20' 00" EAST, ALONG THE EAST LINES OF LOTS 1 THRU 11, A DISTANCE OF 271.81 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89° 40' 00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.05 FEET, TO A POINT ON A SEAWALL, SAID SEAWALL BEING ALONG AND WITH THE WATERS OF LAKE DORA; THENCE NORTHWESTERLY, ALONG SAID SEAWALL, THE FOLLOWING BEARINGS AND DISTANCES: NORTH 15° 30' 00"; THENCE LEAVING SAID SEAWALL RUN NORTH 89° 41' 00" EAST, ALONG SAID NORTH LINE OF LOT 11, A DISTANCE OF 197.28 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS, TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPURTENANT THERETO. SUBJECT TO EASEMENTS OF RECORD. (CONTAINING 41988 SQUARE FEET).

SITE PLAN

SHADOW HARBOR

Mount Dora, Florida

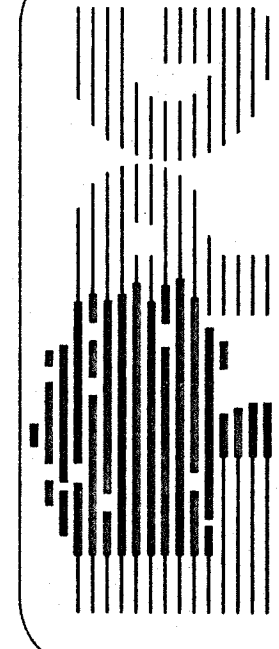
NOT FOR CONSTRUCTION

SCALE: 1"=20'

REV: 7/9/92

DATE: 5/12/92

FILE #: 556-108



Land Planning Group
1755 U.S. HIGHWAY NEW 441 WEST • (904)385-1444
MOUNT DORA, FLORIDA 32757 • FAX (904)385-3877

**APPLICATION FOR VARIANCE
CITY OF MOUNT DORA**

(please type or print)

FILE# _____
FEE _____

1. Applicant's Name The Land Planning Group, Inc.
Address 1755 US Hwy. 441, West Mount Dora, FL 32757
Telephone Number (904) 383-1444
2. Owner's Name Lake Dora Shores Limited Partnership
Address 2201 Wilson Blvd. Arlington, VA 22201
Telephone Number _____
3. Property Address McDonald Street
4. The property is generally located in the vicinity of the following streets: 4th Street and McDonald Street
5. Area of property 41,988 Sq. Ft. .96 Acres
6. Does property have or will have the following:
Central water & sewer X well & septic tank _____
7. Existing zoning is R-3: project will be reviewed under C-2
8. Number of existing structures on the property and the present use of those structures and of the property. 6 condominium units
9. The property is proposed to be used for 8 additional dwelling units
10. A variance is requested to Section 6:6:2, Subsection 3 and Paragraph a, of the Zoning Ordinance to allow rear setbacks of 19 feet (minimum); deletion of required 10' landscape buffer; and maximum building height of 35'. See note.
11. A site plan prepared in accordance with submittal requirements shown on pages 5,6,7 of this application is herewith attached, if applicable.
X yes _____ no
12. State the reasons or basis for this variance request 1) setbacks - lot narrows in depth at location of proposed buildings; 2) buffer - lot is below street level with wall along perimeter existing buildings are on property line; 3) maximum building height - requested height is compatible with existing buildings height and, due to elevation of site, proposed buildings will not exceed 25' from street level; and 4) density - see note below.
13. Has any previous application been filed within the last year in connection with this property? _____ yes X no. If yes, briefly describe the nature _____
14. The exact legal description of the property being petitioned is as follows
See attached.

NOTE: Requested density is 14 units per acre. There is no maximum density established for C-2. If City staff determines that a variance is necessary, please include this in the request. Reason is original project was approved for 16 units per acre. Reduced density from original plan is proposed, however, more than 11.9 units per acre is requested for compatibility of project's two phases.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LAKE)

Before me, the undersigned authority personally appeared The Land Planning Group, Inc., who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the City of Mount Dora, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Mount Dora, Florida, and are not returnable.

(2) That he desires a variance to the zoning ordinance to allow:
increased height; decreased rear setbacks; no landscape buffers and density
(if staff determines this variance is required).

(3) That the accompanying property owners list is, to the best of his knowledge, a complete and accurate list of owner's names and mailing addresses for all property lying within one square block surrounding the property legally described on page two of this application, as recorded on the latest Official County Tax Rolls.

(4) That the submittal requirements for the application, which are shown on Pages 5, 6, and 7 herein, have been completed and attached hereto as part of that application.

(5) That the sign cards will be posted the fifth working day of the month prior to which the case will be considered by the Board of Adjustment and will remain posted until final determination by the Board of Adjustment after which time the sign cards are to be removed and destroyed.

Walter Keedy
Affiant (applicant's signature)

Sworn to and subscribed before me

this 10th day of July,
1992.

Sherie D. Lindh
Notary Public, State of Florida at Large

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: May 19, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OWNER'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LAKE)

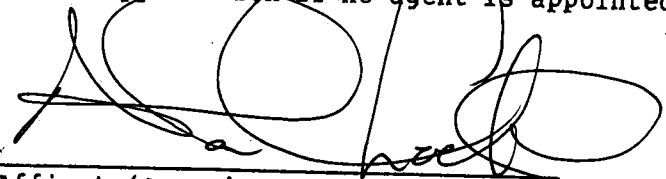
Before me, the undersigned authority personally appeared
Alan Cheek, who being by me first duly sworn
on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described
on page one of this application.

(2) That he desires a variance to allow:

increased building height; decreased rear setbacks; no landscape buffer; and
increased density (if necessary).

(3) That he has appointed The Land Planning Group, Inc.
to act as agent in his behalf to accomplish the above. The Owner is required to
complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed
to act in his stead.


Affiant (Owner's Signature)

Sworn to and subscribed before me

this 10th day of July,
1992.

Sherie D. Lindh
Notary Public, State of Florida At Large

My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: May 12, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

NOTE

All applications shall be signed by the owner of the property, or some person
duly authorized by the owner to sign. This authority authorizing a person other
than the owner to sign must be attached.

SUBMITTAL REQUIREMENTS CHECK LIST

The following required information shall be submitted when applying for a conditional use permit.

- ☐ a. General application form.
- ☐ b. Copy of the tax receipt or the latest recorded warranty deed showing who the current fee-simple title holders of the property are.
- ☐ c. A legal survey prepared by a surveyor registered in the State of Florida, showing an accurate legal description and the total acreage, IS required when the property is part of a larger tract of land.
- ☐ d. List of the owners names and mailing addresses for all property lying within one square block outside the perimeter of the subject property.
- ☐ e. Eight plot plans, drawn to an appropriate scale, on a 22 1/2" x 27" reproducible sheet, showing the following information:

1. General Information:

- ☐ a. Name of project
- ☐ b. Statement of intended use of site.
- ☐ c. Legal description of the property and size of parcel in acres or square feet.
- ☐ d. Name, address and telephone number of the owner or owners of record.
- ☐ e. Name, address, and telephone number of the owner(s) agent.
- ☐ f. Name, address, signature and registration of the professionals preparing the plan.
- ☐ g. Date, north arrow and scale, number of sheets; the scale (not smaller than one inch to fifty feet) shall be designated and, where appropriate, the same scale should be used on all sheets.
- ☐ h. Vicinity map, showing relationship of proposed development to the surrounding streets and thoroughfares, shall be at a scale of not less than one inch equals two thousand feet (1" = 2,000 feet).
- ☐ i. Linear dimensions of the site.
- ☐ j. Existing topography with a maximum of one (1) foot contour intervals for the proposed site and 300 feet adjacent to the site on all sides, except where determined to be unreasonable by the Director of Public Works.
- ☐ k. Finished grading elevation.
- ☐ l. All existing and proposed building restriction lines (i.e., highway setback lines, easements, covenants, right-of way, and building setback liens).
- ☐ m. Commitments, such as, contributions to offset public facilities impacts.

2. Building & Structures

- ☐ a. Intended use.
- ☐ b. Number of stories.
- ☐ c. Height of building.
- ☐ d. Number of dwelling units and density for multifamily site plans.
- ☐ e. Projected number of employees
- ☐ f. If restaurant, show number of seats and occupancy load.
- ☐ g. Square footage for proposed development-gross square footage, non-storage area, square footage of each story, gross square footage of sales area, etc.
- ☐ h. Photograph or sketch of proposed sign with dimensions and material type.

3. Street, sidewalks, driveways, parking areas and loading spaces:

- ☐ a. Engineer plans and specifications for streets, sidewalks, and driveways.
- ☐ b. All parking spaces designated.
- ☐ c. Number of parking spaces.
- ☐ d. Number and location of handicapped spaces.
- ☐ e. Number and designation of loading spaces.
- ☐ f. Number of square feet of paved parking and driveway area.
- ☐ g. Surface materials of driveways.

- ___ h. Cross section of proposed street improvements.
 - ___ i. Fire lanes.
 - ___ j. Location of proposed driveway(s) and median cut(s).
 - ___ k. Internal traffic circulation plan, including directional arrows and signs to direct traffic flow.
 - ___ l. Location of traffic-control signs and signalization devices.
 - ___ m. Designate location of sidewalks.
 - ___ n. Coordinate walkways, driveways, etc., with facilities in adjacent developments.
 - ___ o. All proposed streets and alleys.
 - ___ p. The extension or construction of service roads and access thereto on site must be shown where applicable.
4. Drainage: Engineering plans and specification for collection and treatment of storm drainage, including a description of preservation of any natural features, such as, lakes and streams or other natural features.
 5. Dredge and fill: If any dredging or filling operation is intended in development of the area, application shall be made to the official responsible for permits. No such work will be done prior to issuance of such permit.
 6. Soils: a) Indicate soil classifications on the site plan as identified by the United States Department of Agriculture Soil Conservation Service in the "Lake County Area Soil Survey". An applicant may provide soils study. Soil analysis by a qualified soil engineer shall be furnished upon request of the Director of Public Works.
 7. Erosion Control: Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, and construction.
 8. Limit of Flood Plain: Indicate flood elevation for 100 year flood on the site plan as established by the United States Geological Survey Map series entitled, "Map of Flood Prone Areas", or the Department of Housing and Urban Development "Flood Boundary and Floodway Maps". An applicant may challenge this designations by securing competent expert evaluation, at the applicant's own expense, demonstrating that his property does not fall within the designated flood delineation. If said expert determines that the property in question is not within a flood-prone area, and said determination is acceptable to the Public Works Director, said property shall be designated as nonflood-prone for the purpose of this Code.
 9. Proposed Water and Sewer Facilities: a) Water-size, material, and location of water mains, plus valves and fire hydrants, fire flow calculations plus engineering plans and specifications; b) Sanitary sewer system-size, material, and location of lines plus engineering plans and specifications, with submittal of a profile required.
 10. Solid Waste: Location(s) and access provisions for refuse service, including pad screening, fencing, and landscaping.
 11. Landscaping, Arbor, Recreation and Open Spaces:
 - ___ a. Landscaping plan, irrigation system plan, and provision for maintenance. Include size, type, and location of all landscaping, screens, walls fences and buffers.
 - ___ b. Application for arbor permit, if applicable.
 - ___ c. Recreation and open space area, if applicable
 12. Existing Improvements (on site, adjacent to site, and across or opposite any public rights-of-way):
 - ___ a. Locations and sizes of driveways and median cuts.
 - ___ b. Sidewalks, streets, alleys, and easements (note widths and type).
 - ___ c. Drainage systems to include natural structural (size and material, invert elevations).
 - ___ d. Size and location of nearest water mains, valves, and fire hydrants.

- ____ e. Sanitary sewer systems (size, invert elevations, etc., to be included).
- ____ f. Gas, electrical, and telephone lines, where applicable.

13. **Additional Data:** Any additional data, maps, plans, or statements, as may be required, which is commensurate with the intent and purpose of this Ordinance.

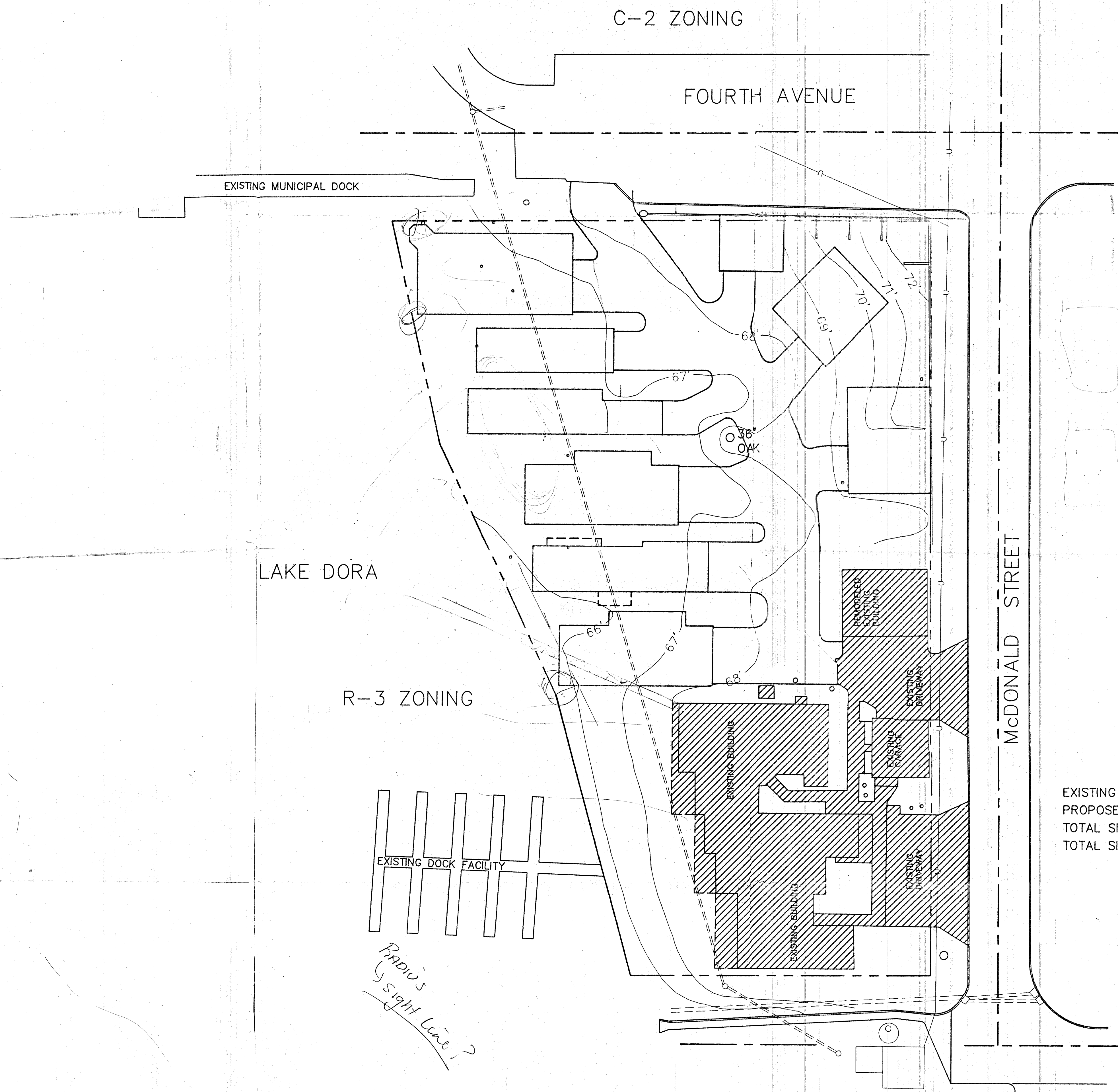
14. **PROCEDURES**

- a. This form and all supporting documentation must be submitted to the Community Development Department thirty (30) days prior to the meeting date of the Board of Adjustment. The Board meets the second Tuesday of each month.
- b. Upon receipt of the application, the Community Development Department shall schedule a meeting with the Development Review Committee for their review. Only those applications and site plans which are in conformance with the Design Standards of the Land Development Code will be submitted to the Board for their approval. All others will be returned to the application for revisions and resubmittal.
- c. The owners of all properties within one square block surrounding the outside perimeter of the subject property shall be notified by mail of the matter to be considered at said meeting.
- d. Sign cards furnished by the Community Development Department shall be posted by the applicant on the front of the property being considered for the conditional use, with three feet high stakes to be furnished by the applicant. The sign cards shall be posted at the outer property line along the road or street frontage. If the frontage is in excess of three hundred (300) feet along the frontage road, the sign cards shall be posed at the property's corner and where the access road intersects with the nearest city street.
- e. The sign cards shall be posed at least fifteen (15) days before the Board's meeting day, and removed and destroyed on the final action of the Board.
- f. In those cases where the property has not been properly posted, the Board may postpone or deny the application without prejudice.

Date received: _____

Received by: _____
(Signature of Zoning Representative)

Reviewed by: _____



AREAS	SQUARE FEET	PERCENTAGE
EXISTING IMPERVIOUS SERVICE	10,145.0	24.2%
PROPOSED IMPERVIOUS SURFACE	15,193.8	36.1%
TOTAL SITE IMPERVIOUS SURFACE	25,338.8	60.3%
TOTAL SITE	41,988.0	100.0%

SHADOW HARBOUR

Mount Dora, Florida

Land Planning Group
1755 U.S. HIGHWAY, RT. 441 WEST • (804) 383-1444
MOUNT DORA, FLORIDA 32757 • FAX (804) 383-3877

NOT FOR CONSTRUCTION
SCALE: 1"=20'
REV: 5/29/92
DATE: 5/12/92
FILE #: 556-105

REC

193.00

DECLARATION OF CONDOMINIUM
OF SHADOW HARBOUR, A CONDOMINIUM

DECLARATION OF CONDOMINIUM made as of August 20, 1985 (the Declaration) by LAKE DORA SHORES LIMITED PARTNERSHIP, a Florida limited partnership, having a mailing address c/o DeRand, 2201 Wilson Boulevard, Arlington, Virginia 22201 (the Developer), for and on behalf of the Developer, its successors, assigns, and its grantees.

The Developer hereby declares as follows:

1. Purpose. The purpose of this declaration is to submit the fee title of the real property hereinafter described and improvements located hereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

2. Name and Address. The name of the Condominium is Shadow Harbour, a Condominium, having an address at 343 McDonald Street, Mt. Dora, Florida 32757.

3. Real Property. The real property owned in fee title by the Developer, is submitted by this Declaration to the condominium form of ownership, which real property is situate in Lake County, Florida and is more particularly described as follows:

Lots 1 to 11, inclusive, in Block 6, of Property of Enoch J. Tompkins, according to the plat thereof, as recorded in Plat Book 5, page 7, of the Public Records of Lake County, Florida.

4. Certain Definitions. The terms used in this Declaration and all exhibits attached hereto, unless the context otherwise specifies or requires, shall have the meanings stated in the Condominium Act and as follows:

(A) "Articles of Incorporation" means the Articles of Incorporation attached hereto as Exhibit B and any filed amendments thereto of the Association.

(B) "Assessment" or "Assessments" means the cost of maintenance, repair and management of the Condominium Property which is to be paid by the Unit Owner or Unit Owners and includes but is not limited to amounts necessary to meet Common Expenses. Assessment shall also include special assessments where such special assessments are duly adopted by the Association.

(C) "Association" means Shadow Harbour Condominium Association, Inc., a Florida corporation not for profit and its successors.

This instrument prepared by:

Robert W. Wilson, of
✓ AKERMAN, SENTERFITT
& EIDSON
17th Floor, CNA Building
P.O. Box 231
Orlando, Florida 32802

DEC 13 11 09 AM '85

RECORDED AND INDEXED
JAN 10 1986
CLERK OF COURT
LAKE COUNTY, FLA.

(D) "Association Certificate" means a certificate of the Association in recordable form signed by the President or Vice-President and Secretary or Assistant Secretary of the Association.

(E) "Board of Directors" means the duly qualified members of the Board of Administration of the Association.

(F) "Building and Improvements" means the structures and improvements located on the Real Property.

(G) "Bylaws" means the Bylaws attached hereto as Exhibit C and adopted by the Association and any duly adopted amendments thereto.

(H) "Common Elements" means those portions of the Condominium Property not included within the Units, including personal property required for the enjoyment, maintenance and operation of the Condominium.

(I) "Common Expenses" means (i) expenses of administration, maintenance, operation, insurance, repair and betterment of the Common Elements, including those portions of Units to be maintained and repaired by the Association, and all other costs and expenses required to fulfill the duties of the Association, (ii) all expenses declared to be Common Expenses by this Declaration and the Bylaws of the Association and (iii) any valid charge imposed against the entire Condominium Property.

(J) "Common Surplus" means all receipts of the Association, including but not limited to assessments, rents, profits and revenues, in excess of the aggregate amount of Common Expenses.

(K) "Condominium Documents" means this Declaration, all exhibits attached hereto and the survey and plot plan of the Condominium, designated as Exhibit A and recorded in the Public Records of Lake County, Florida, as the same from time to time may be amended.

(L) "Condominium Parcel" and "Condominium Property" shall have the meanings set forth in the Condominium Act.

(M) "County" means Lake County, Florida.

(N) "Insurance Trustee" means the Association, or any successor designated by the Association.

(O) "Licensed Architect" means an Architect licensed to practice in the State of Florida.

(P) "Limited Common Elements" (LCE) means those portions of the Condominium Property which are reserved for the use of a certain Unit to the exclusion of other Units and consists of patios, screened porches, balconies, boat docks and garages which are identified on Exhibit A.

(Q) "Rules and Regulations" means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association relating to the use of the Condominium Property.

(R) "Unit" means unit as defined by the Condominium Act, referred to therein as a condominium parcel and sometimes referred to as an apartment.

(S) "Unit Owner" means the person, persons, or legal

entity holding title in fee simple to a Unit.

(T) "Utility Services" means but is not limited to electric power, gas, water, telephone, sewer, drainage, television communication, and garbage and sewage disposal.

5. Survey and Plot Plan of Condominium. A survey and plot plan, entitled Exhibit A, of the Real Property and showing the Buildings and Improvements constructed hereon, is recorded in the Public Records of the County as indicated on the bottom margin of the first page of this Declaration. Each of the Units is a residential apartment as designated, identified and shown on Exhibit A.

6. Changes in Units.

(A) Alteration of Units. The interior plan of a Unit may be changed by the owner thereof, and the boundaries (including boundaries which may be part of the Common Elements) between units may be changed by the owners of the Units affected subject to the consent of the mortgagee or mortgagees thereof, if any. Units may not be subdivided nor shall changes in boundaries of Units encroach upon Common Elements, except as otherwise provided herein. Changed boundary or interior walls must be equal in quality of design and construction to existing boundary or interior walls. Any changes in the boundaries of Units shall be effected in accordance with plans prepared by a Licensed Architect, which plans shall be first filed with and approved by the Association. Any change which is made within a Unit or in its boundaries shall also observe the requirements of the section concerning Maintenance, Alteration and Improvement.

(B) Required Amendment of Declaration. An amendment to this Declaration is required where there are changes in boundaries between Units except where adjacent Units affected are owned by the same Unit Owner. Plans of the Units concerned showing the Units after the change in boundaries and prepared by a Licensed Architect shall be attached to said amendment as exhibits, together with the certificate of an architect or engineer as required by the Condominium Act. Changes in boundary walls shall note effect a change in the apportionment of the individual share and interest in the Condominium, including the undivided share in the Common Elements and Common Surplus. The amendment shall be also approved by the Board of Directors and signed and acknowledged by the Association. Said amendment shall also be signed and acknowledged by all lienors and mortgagees of the Units concerned, after approval by such lienors and mortgagees but it need not be approved or signed by owners of Units not affected by changes in boundaries.

7. Easements. Easements have been reserved through the Condominium Property and are covenants running with Real Property of the Condominium.

(A) Utility Easements. Utility Easements are reserved as may be required for Utility Services in order to serve the Condominium and Units. Such easements through a Unit have been installed substantially according to the Plans and Specifications or as the Buildings and Improvements have been constructed, unless otherwise approved in writing by the Unit Owner.

(B) Other Easements. The Condominium Property is subject to easements for encroachments which now exist or

hereafter exist caused by settlement or movement of any improvements upon the condominium Property or caused by minor inaccuracies in construction or reconstruction, which encroachments shall be permitted to remain undisturbed. The encroachments shall give rise to an easement for the same and the maintenance thereof, which shall continue until such encroachments may no longer exist. Any dumpster or similar trash collection equipment and appurtenances located on the condominium Property, shall be available for use for trash collection purposes for the benefit of the Condominium and the Unit Owners.

(C) Unit Owners. Easements are reserved to Unit Owners for (i) pedestrian traffic over, through and across sidewalks, paths, walks, walkways, driveways, entrances to buildings, and stairways, if any, as the same may from time to time exist upon the Common Elements and (ii) vehicular traffic over, through and across such portions of the common Elements as may be designated and intended for such purpose. In no event, shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the condominium Property not designated as a parking area.

(D) Intended Creation of Easement. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

8. Buildings and Improvements.

(A) Buildings. The Condominium consists of buildings and improvements thereto, as more particularly shown and described on Exhibit A and recorded as set forth on the bottom margin of the first page of this Declaration.

(B) Other Improvements. The Condominium includes landscaping, automobile parking space and other facilities and improvements located substantially as shown on the Plans and Specifications.

9. Unit Boundaries. Each Unit shall include such portions of a building that lie within the boundaries of a Unit, which boundaries are as follows:

(A) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the perimetrical boundaries. The upper boundary of a Unit shall be the plane of the lower surface of the unfinished ceiling and the lower boundary shall be the plane of the upper surface of the finished floor slab. Units are located in the buildings as more fully designated on Exhibit A.

(B) Perimetrical Boundaries. The perimetrical boundaries of a Unit shall be the vertical planes of the dry wall or plaster of the walls bounding the Unit

extended to intersections with each other and with the upper and lower boundaries.

10. Common Elements. The Common Elements include the Real Property and all other parts of the Condominium not within the Units, including but not limited to landscaping, structural portions of walls and roofs, roofs, ground floor slabs, second floor slabs and ceilings, automobile parking areas, and other accessory areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. Unless prohibited by the Condominium Act, the Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the Bylaws.

11. The Units. There are 16 Units, all of which are more particularly described and the right and obligations of their owners established as follows:

(A) Apartment Description and Location. The 16 Units are designated and numbered as indicated below and are located and numbered in the buildings as designated on Exhibit A.

(B) Appurtenances to Apartments. Appurtenant to each Unit shall be an undivided share and interest in the Condominium Property, including but not limited to the undivided share in the Common Elements and in the Common Surplus which shares and interest are as follows:

	<u>Share</u>	<u>Aggregate</u>
Units 101, 106, 201 & 206	.0450	.1800
Units 102, 103, 104, 105, 107, 108, 202, 203, 204, 205 & 207	.0683	.7513
Unit 208	.0687	.0687
Total		1.0000

The 16 Units together with the appurtenances thereto comprise 100 percent of the Condominium Property.

(1) Automobile Garages and Parking Spaces. The Common Elements include parking areas for automobiles of Unit Owners and their guests. Garages which are Limited Common Elements will be assigned and reserved by the Developer for the specific use of designated Units. Additional parking spaces if available, may be also assigned by the Developer to Unit Owners, however, the Board of Directors reserves the right to reassign those parking spaces to Unit Owners. Motorcycles may only be parked in areas designated as such by the Association, but in no event shall motorcycles be parked on or in Limited Common Elements (except for garages). Boats and boat trailers may not be parked or stored on the Common Elements or the Condominium Property, except such areas, if any, which may be designated for that purpose by the Board of Directors. The Association shall have the power to move or tow away improperly parked automobiles, motorcycles, boats or boat trailers and the Association is specifically granted the rights and benefits of 715.07, Florida Statutes.

(2) Boat Docks. Boat docks are Limited Common Elements and will be assigned and reserved by the

Developer for the specific use of designated Units.

(3) Association Membership and Voting Rights. The membership of each Unit Owner in the Association entitles each Unit Owner to an interest in the assets of the Association. As provided by the Bylaws, each Unit Owner is a member of the Association and is entitled to one vote for each Unit owned.

12. Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses. Such share shall be in the same percentage as the undivided share in the Common Elements appurtenant to the Owner's Unit.

13. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and its improvement shall be as follows:

13.1 Units.

(A) By the Association. The Association shall maintain, repair, and replace at the Association's expense:

(1) All boundary walls of a Unit (including dry wall, plastered surfaces or sheetrock forming the boundary walls), and all portions of a Unit contributing to the support of the Building and improvements, which portions to be maintained shall include but not be limited to the outside walls of the Building and all fixtures on its exterior, structural floor and ceiling slabs, roofs, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained within a Unit that service part or parts of the Condominium other than the Unit in which they are contained.

(3) All incidental damages caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(4) Common Elements.

(5) Limited Common Element, except as otherwise provided herein.

(B) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the owner's Unit except those portions to be maintained, repaired and replaced by the Association. Each Unit Owner shall be responsible for the maintenance, repair or replacement of the plastered surfaces, dry wall or sheetrock within the Unit or forming the boundaries of the Unit, if such maintenance, repair or replacement is necessitated by the Unit Owner's use of the Unit. The foregoing obligation of the Unit Owner shall be performed without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at the owner's expense shall include but not be limited to the following items: air conditioner and air handling equipment for space cooling and heating (including any portions thereof which may be located outside of the boundaries of the Unit), refrigerator, electric range, range hood, dishwasher and electric water heater; interior fixtures

such as electrical and plumbing fixtures, including any electrical wires or pipes located within the interior boundaries of the Unit; windows, screens, doors, inside paint and other inside wall finishes and floor coverings except the floor slab. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth in Section 13.1(A) of this Declaration, if such required maintenance and repair is required because of the negligence or misuse of the Condominium Property or Unit by a Unit Owner, such Unit Owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be a charge to the Unit Owner concerned as a special charge and may be collected and enforced in accordance with the laws of Florida, including the right of the Association to file a claim of lien against the Unit which may be foreclosed pursuant to the laws of Florida. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense. In the event that the Unit Owner does not maintain, repair and replace that portion of the Unit required to be maintained, repaired, and replaced at the Unit Owner's cost and expense, and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Condominium Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the Unit, and such cost of maintenance, repair or replacement shall be charged by the Board of Directors to the Unit Owner concerned as a special charge and may be collected and enforced in the same manner as provided above and provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

(4) Not to paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the Buildings, including the Common Elements, Limited Common Elements and the door or doors to the Unit; however, the Unit Owner may install a screen door on the owner's Unit at the Unit Owner's expense, provided, however, such improvements must be approved by the Board of Directors, or a committee appointed by the Board of Directors, it being the intent herein that all such screen doors shall be of uniform appearance insofar as practical. The Unit Owner shall be responsible for the maintenance of such screen door. Television or radio aerials or antennas of any nature are prohibited beyond the boundary lines of a Unit.

(5) To promptly report to the Association any defect or need for repair and replacement for which the Association is responsible.

(C) Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration to or remove any portion of a Unit that is to be maintained by the Association, or make any additions to Units, or do anything that would jeopardize the safety or soundness of the Building or Improvements, or impair any easement, without first obtaining approval in writing of owners of

all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by a Licensed Architect shall be filed with the Association prior to the start of the work.

13.2 Common Elements.

(A) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost thereof shall be a Common Expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are Units or are contiguous to the Condominium Property or not, or whether Association retains any lease in its own name or subleases undivided percentages to the Unit Owners in the Condominium.

(B) Alteration and Improvement. There shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval either in writing or by vote by the record Unit Owners of not less than 66% of the Common Elements of the Condominium except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work or acquisition shall not be charged against a mortgagee that acquires its title as the result of owning a mortgage upon a Unit unless such mortgagee shall approve the alteration or improvement or acquisition, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expense, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition.

(C) Additional real property acquired by the Association may be added to the Real Property of the Condominium. This shall be accomplished by an amendment to this Declaration that includes the description of the additional real property and submits the same to the Condominium pursuant to the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. The amendment when recorded in the Public Records of the County, shall divest the Association of title to the additional real property and shall state that it conveys all interest of the Association to and vests title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(D) Additional real property acquired by the Association that is not incorporated into the Condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing or by vote by the record Unit Owners of not less than 75% of the Common Elements. Approval shall be evidenced by an Association Certificate stating that the approval was duly given, which shall be delivered to the purchaser or mortgage of such additional real property.

(E) Any personal property acquired by the Association may be sold, financed, mortgaged or otherwise disposed of by

the Association.

2. Assessments. The making and collection of Assessments from Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

14.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the apartment owned by the Unit Owner.

14.2 Interest; Application of Payments. Assessments and any installments thereof not paid on or before ten days after the date when due shall bear interest at the rate of 12% per annum, or at such rate of interest as may be set by the Board of Directors, from the date when due until paid. All payments on account shall be first applied to interest and then to the Assessment payment first due.

14.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

A mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which become due prior to the acquisition of title of the Unit by the mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the mortgagee.

14.4 Rental Pending Foreclosure. In any foreclosure of a lien for failure to pay Assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

3. Operation of the Condominium. The operation of the Condominium shall be by the Association pursuant to the Articles of Incorporation, the Bylaws and the following provisions:

15.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, other Unit Owners or third parties.

15.2 Restraint Upon Transfer of Assets. The share of Unit Owner in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Unit.

15.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or

not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

15.4 Roster of Unit Owners and Mortgagees.

(A) Unit Owners. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners. If required by the Association, each Unit Owner shall furnish the Association a certified copy of the appropriate public record evidencing the Unit Owner's title.

(B) Mortgagees. Where the Association has been given notice and the necessary information, the Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage on a Unit in the Condominium. Such notice shall consist of a photo copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a photo copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

(C) Information and Rights of Mortgagee. A mortgagee shall be entitled, upon written request to the Association, to a financial statement for the immediately preceding fiscal year. A mortgagee or insurer of the condominium property shall upon request to the Association, be entitled to written notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property for any Unit on which there is a mortgage held, insured or guaranteed by a mortgagee, or eligible insurer or guarantor, as may be applicable;

(2) Any delinquency in the assessments or charges owned by a Unit Owner which is subject to a mortgage of mortgagee held, insured or guaranteed by the mortgagee, eligible insurer or guarantor, which delinquency remains incurred for a period of 60 days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action which would require the consent of a specific percentage of the mortgagees.

15.5 Authority. The Association shall have all of the powers and authority reasonably necessary to operate the Condominium in accordance with this Declaration, the Articles of Incorporation, the Bylaws and the Condominium Act, including but not limited to enforcement of the terms of this Declaration.

4. Insurance. Insurance (other than title insurance) which shall be carried on the Condominium Property and the property of Unit Owners shall be governed by the following provisions:

16.1 Purchase; Named Insured.

(A) Purchase. All insurance policies on the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(B) Approval. The insurance agency, insurance company, amount of fire and extended coverage insurance policy (including flood insurance if applicable), and the form of policy for such insurance shall be subject to approval by the commercial bank, savings bank, savings and loan association, insurance company or real estate or mortgage investment trust (hereinafter referred to as an institutional Mortgagee) which according to the roster of mortgagees, at the time for approval is the owner and holder of the greatest number of unsatisfied mortgages on Units in the Condominium. Such approval may be obtained by directing to the Institutional Mortgagee, having the right of approval, a request in writing for approval or disapproval within ten days after the receipt of the request by the Approved mortgagee. If response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(C) Named Insured. The named insured shall be the Association individually and as agent for the Unit Owners without naming them and shall include the mortgagees of Units which are listed in the roster of mortgagees. All policies and endorsements thereto shall be deposited with the Insurance Trustee and such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the terms of this Declaration. Unit Owners may obtain insurance coverage at their own expense for their personal property and for their personal liability and living expense.

(D) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association to a mortgagee upon request of the mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of any policy which is being renewed or replaced, whichever date shall first occur.

16.2 Coverage.

(A) Casualty. All Buildings and Improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as may be determined annually by the Board of Directors, subject however to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement and (ii) such other risks as from time to time shall be customarily covered with respect to similar buildings and improvements, including, but not limited to, vandalism and malicious mischief. The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and

heating, dishwasher, disposal, refrigerator, electric water heater, electric range, range hood, attached cabinets, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures, inside paint and other inside wall finishes and floor coverings except the floor slab.

(B) Public Liability. Public liability insurance shall be carried in amounts and with coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner.

(C) Worker's Compensation. Worker's compensation insurance shall be carried to meet the requirements of law and other insurance shall be carried as the Board of Directors shall determine.

(D) Failure to Procure or Pay for Insurance. In the event the Association fails to procure or pay the premiums when due for the insurance described in this paragraph 16.2, or should the Association otherwise fail to comply with the insurance requirements of this Declaration, then and in that event, the mortgagee holding the greatest dollar volume of mortgages on the Units, shall have the right, at said mortgagee's option, to order insurance policies and to advance premium payment for such insurance, and to the extent of the money so advanced by said mortgagee, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the Unit Owners for the payment of such item of common expense.

16.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be charged against such owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

16.4 Insurance Trustee: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee for the benefit of the Unit Owners and their mortgagees pursuant to the terms of this Declaration. The Association shall be liable for payment of premiums, for the renewal or the sufficiency of policies and for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive the proceeds as are delivered to the Insurance Trustee and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of Unit Owners and their mortgagees in the following shares.

(A) Unit Owners. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Owner's Unit.

(B) Mortgagees. In the event a mortgagee endorsement has been issued for a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate

in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except for distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

16.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be paid by the Association.

(B) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

(D) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely on an Association Certificate as to the names of the Unit Owners and their respective shares of this distribution.

16.6 Association of Agent. The Association is irrevocably appointed agent, for each Unit Owner and for each owner of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.7 Benefit of Mortgagees. Certain provisions in this paragraph 16 are for the benefit of mortgagees of Condominium Parcels, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

5. Reconstruction or Repair After Casualty: Eminent Domain.

17.1 Determination to Reconstruct or Repair. Whether the Condominium Property damaged by casualty, shall be reconstructed

or repaired shall be determined as follows:

(A) If Units to which 50% or less of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after casualty, the damaged property shall be reconstructed or repaired.

(B) If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after casualty, then whether the Condominium Property shall be reconstructed or not shall be determined as follows:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after receipt of the foregoing estimates, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments, if any, required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 66% of the Common Elements, the damaged property will be reconstructed or repaired. If not so approved, the Condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in a writing filed with the Association or prior to the meeting. The cost of such determination shall be considered a Common Expense.

(3) The Insurance Trustee may rely upon an Association Certificate regarding reconstruction or repair.

17.2 Report of Damage. If any part of the Condominium Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

(A) Date and cause of damage.

(B) Whether the damaged property will be reconstructed and repaired or the Condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

(C) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(D) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of the Building and Improvements.

(E) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimate cost of each owner for reconstruction and repair.

(F) The Insurance Trustee shall approve the manner of

determining the estimated costs of reconstruction and repair and the findings as to whether the damaged property includes structural parts of the Buildings and Improvements, or the report of damage shall be substantiated by an attached report of a Licensed Architect.

17.3 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the Plans and Specifications. If the reconstruction or repair is not substantially in accordance with the Plans and Specifications, then any changes thereto shall be approved by the (i) Board of Directors of the Association, (ii) owners of not less than 66% of the Common Elements, (iii) owners of all Units which are to be reconstructed, which approval shall not be unreasonably withheld and (iv) mortgagees of all Units included in the preceding item (iii).

17.4 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property.

17.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in an amount sufficient to provide funds to the payment of such costs. Assessments shall be in proportion to the owners' share in the Common Elements.

17.6 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which may consist of proceeds of insurance and the sums collected from of the casualty, shall be disbursed in the following manner and order:

(A) Expense of the Trust. All expenses of the Insurance Trustee, if other than the Association, shall be first paid or provision made for payment.

(B) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

17.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(A) Insurance Trustee. The proceeds of insurance collected on account of casualty together with the sums deposited with the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and

repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$100,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the Building.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$100,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and after approval of a Licensed Architect employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair is the responsibility of a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may determine.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, the balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, the part of a distribution to a Unit Owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Mortgagee. When a mortgagee is required by this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

(6) Approval of an architect named by the Association shall be first obtained by the Association before disbursement in payment of costs of reconstruction and repair in the following circumstances:

(a) When the report describing the loss states that the damage to the Condominium Property includes structural parts of the Building and Improvements.

(b) Upon request of the Association or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(c) When the report of loss made by Association shows that the estimated costs of reconstruction and repair are in excess of \$100,000.00.

17.8 Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee for the benefit of the Association, Unit Owners and their mortgagees pursuant to the

terms of this Declaration. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee, and in the event of failure to do so, in the discretion of the Board of Directors, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(A) Unit Reduced But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Unit Owner and mortgagee.

(3) There shall be no adjustment in the shares of the Common Elements appurtenant to the Units in the Condominium so long as the Unit may be made tenantable.

(B) Unit Made Untenantable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, remittance being payable jointly to the owner and mortgagee. If the amount of the award exceeds the market value of such a Unit, the balance of the award shall be paid over to the Association; provided, however, that if the amount of unpaid principal and accrued interest of the mortgage of the Unit is in excess of the market value of the Unit, the award for the Unit shall be paid jointly to the owner and mortgagee to the extent the award is sufficient to satisfy the mortgage indebtedness on the Unit. Any surplus after payment of the mortgage indebtedness shall then be distributed to the Association.

(2) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common

Elements.

(3) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitable adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by recomputing the shares of the remaining owners in the Common Elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by charges against all Unit Owners except the owner of the condemned unit. Such charges shall be made in proportion to the shares of such owners in the Common Elements after the change effected by the taking.

(C) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceeding shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to condemnation.

(D) Amendment of Declaration. Changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment to this Declaration which need be approved only by a majority of the members of all of the Board of Directors.

17.9 Reliance Upon Certificates. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon an Association Certificate stating:

(A) Whether the damaged or condemned property will be reconstructed and repaired or the condominium terminated.

(B) Whether or not payments upon assessments against Unit Owners shall be deposited with the Insurance Trustee.

(C) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(D) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a Unit Owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

2. Use Restrictions. The use of the Condominium shall be in accordance with the following provisions:

18.1 Units. Each Unit shall be occupied only as a residence by a single family, its servants and guests, but in no event shall a one bedroom Unit be occupied as a residence by more than three persons at any one time nor may two bedroom Units be occupied by more than five persons at any one time. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show changes in the Units to be affected thereby. Subject to the provisions of the Rules and Regulations, small household pets may be kept by Unit Owners within the Units. Such pets may not be kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board of Directors. The Board of Directors shall have the right to adopt reasonable rules and regulations relating to the type and number of household pets that may be kept in the Units.

18.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of services and facilities for the enjoyment of Unit Owners.

18.3 Nuisances and Pets. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the owner's Unit to make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property. The size, number and type of pets may be controlled by the Board of Directors or by the Rules and Regulations.

18.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the Condominium Property shall be maintained, modified or repaired in the same manner as the responsibility for maintenance and repair of the property concerned is set forth in Section 13 of this Declaration.

18.5 Leasing. Subject to the provisions of this Declaration, entire Units may be rented, provided the occupancy is only by the lessee, lessee's family, servants or guests. No rooms or parking spaces may be rented, except as an appurtenance to a Unit or to another Unit Owner.

18.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Developer or the Association.

18.7 Regulations. The Rules and Regulations concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and Bylaws. The Rules and Regulations may provide for reasonable monetary fines against Unit Owners who violate the Rules and Regulations or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations. Copies of the Rules and Regulations shall be furnished by the Association to all Unit Owners and residents of the Condominium on request.

18.8 Developers Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium

Property shall interfere with the sale of Units. The developer may make such use of the unsold Units and Common Elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold Units on such terms as the Developer determines, model apartments, the showing of the Condominium Property, the display of signs and such other uses which are normally associated with the sale and marketing of real property and Units. The Developer shall have the right to enforce the provisions of this paragraph, including but not limited to injunctive relief.

3. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and any amendments thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

4. Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by said Owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

20.1 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws or the Rules and Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

20.2 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

5. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

21.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

21.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided approval of the amendment must be either by:

(A) Not less than three-fourths of all of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association; or

(B) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

(C) Not less than one-half of all of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in this Declaration or its Exhibits, including but not limited to the correction of errors in the legal description of the real property or in the surveys thereof. If such Amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal 100 percent, the owners of the Units and the holders of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve this amendment.

(2) To change boundaries between Units in the manner elsewhere stated, providing the amendment is signed and acknowledged by the owners, lienors and holders of mortgages of the Units concerned.

(3) To adopt amendments of Section 16 that are reasonably required by insurers or mortgagees of the Condominium Property or Units.

(4) Until the Unit Owners are entitled to elect a majority of the Board of Directors, only by all of the Directors, provided, however, that such amendment shall not increase the number of Units as set forth in this Declaration nor encroach upon the boundaries of the Common Elements.

21.3 Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any unit or class or group of Units unless the Unit Owners so affected shall consent, (ii) change any Unit nor decrease the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Sections 16, 17 of this section 21.3 of this Declaration unless the record owners of all mortgages upon the Condominium or Units shall join in the execution of the amendment or consent thereto by separate instrument.

21.4 Execution and Recording. A copy of each amendment shall be attached to an Association Certificate setting forth that the amendment has been duly adopted. The Association Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the public records of the County.

6. Termination. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event it is determined in the manner elsewhere provided that the Building and Improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

22.2 Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the owners of not less than three-fourths of the

Common Elements and of three-fourths of the record owners of all mortgages on the Units are obtained in writing not later than 30 days from the date of such meeting, then the owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

(A) The option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:

(1) An Association Certificate certifying that the option to purchase Units owned by persons not approving termination has been exercised as to all of such Units. The Association Certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.

(2) An agreement to purchase on the terms herein stated signed by the purchaser whereby the purchaser agrees to purchase the unit of the owner receiving the notice.

(B) Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(C) Payment. The purchase price shall be paid in cash or terms agreed to by the purchaser and seller.

(D) Closing. The sale shall be closed within 30 days following the determination of sale price.

(E) Termination. The closing of purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the Association Certificate hereafter required.

22.3 Certificate. The termination of the Condominium either of the foregoing manners shall be evidenced by an association Certificate setting forth the facts effecting the termination, and the termination shall become effective when recorded in the public records of the County.

22.4 Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the condominium Property and all assets of the Association as tenants common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

22.5 Amendment. This Section 22 cannot be amended without consent of all Unit Owners and all record owners of mortgages of Units.

7. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the date first above set forth.

LAKE DORA SHORES
LIMITED PARTNERSHIP
By DeRand Equity Group, Inc.,
General Partner

Witnesses

[Signature]

By [Signature]
As its President

[Signature]

(CORPORATE SEAL)

STATE OF Virginia
COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 20th day of August, 1985 by Dan A. Kelly, as the President of DeRand Equity Group, Inc., a Florida corporation, on behalf of the corporation as the general partner of Lake Dora Shores Limited Partnership, a Florida limited partnership, on behalf of the partnership.

(NOTARIAL SEAL)

[Signature]
Notary Public

My commission expires: May 9, 1988

CONSENT OF MORTGAGEE

BARNETT BANK OF CENTRAL FLORIDA, N. A. (the Mortgagee), the owner and holder of a mortgage on property situate in Lake County, Florida, more particularly described in said mortgage, which mortgage is recorded in O. R. Book 831, Page 676, Public Records of Lake County, Florida (said mortgage hereinafter called the Mortgage), joins in the foregoing Declaration of Condominium for Shadow Harbour, a Condominium, for the purpose of consenting thereto, and the Mortgagee hereby agrees that the lien of the Mortgage shall be on all of the condominium units more particularly described in the Declaration of Condominium of Shadow Harbour, a Condominium, together with all of the appurtenances thereto, including but not limited to all of the undivided shares in the common elements thereof.

Witnesses:

Kerri K. Richardson

Dan Rhusen

BARNETT BANK OF CENTRAL
FLORIDA, N. A.

By

Attest

(CORPORATE SEAL)

STATE OF FLORIDA)) SS
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this
6th day of December, 1985, by Richard D. Hunicutt **
as the Vice-President of Barnett Bank of Central Florida, N. A.,
 a national banking association, on behalf of the association.
 **and Janet K. Moore as Real Estate Operations Officer.

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires June 22, 1997
Bonded by American Fidelity Surety Company

(NOTARIAL SEAL)

A CONDOMINIUM OF

LOTS 1 THRU 11, INCLUSIVE, BLOCK 6, ACCORDING TO THE PLAT OF ENOCH J. TOMPKINS SUBDIVISION, IN THE CITY OF MOUNT DORA, FLORIDA, SECTION 31, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE AFORESAID LOT 11 AND RUN THENCE SOUTH $00^{\circ} 20' 00''$ EAST, ALONG THE EAST LINES OF LOTS 1 THRU 11, A DISTANCE OF 271.81 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $89^{\circ} 40' 00''$ EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 110.05 FEET, TO A POINT ON A SEAWALL, SAID SEAWALL BEING ALONG AND WITH THE WATERS OF LAKE DORA; THENCE NORTHWESTERLY, ALONG SAID SEAWALL, THE FOLLOWING BEARINGS AND DISTANCES: NORTH $15^{\circ} 30' 00''$ WEST 104.69 FEET, NORTH $25^{\circ} 20' 50''$ WEST 100.46 FEET, NORTH $12^{\circ} 36' 33''$ WEST 81.65 FEET, TO THE NORTH LINE OF THE AFORESAID LOT 11; THENCE LEAVING SAID SEAWALL RUN NORTH $89^{\circ} 41' 00''$ EAST, ALONG SAID NORTH LINE OF LOT 11, A DISTANCE OF 197.28 FEET, TO THE POINT OF BEGINNING AND POINT OF TERMINUS. TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS APPURTENANT THERETO. SUBJECT TO EASEMENTS OF RECORD. (CONTAINING 41991 SQUARE FEET).

EACH UNIT IS COMPOSED OF AN APARTMENT, THE DIMENSIONS OF WHICH AS SHOWN HEREON ARE AVERAGE TO UNFINISHED WALLS AND CEILINGS AND TO FINISHED FLOORS AND THUS EACH UNIT (APARTMENT) CONSISTS OF THE SPACE BOUNDED BY VERTICAL PROJECTORY OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES OF THE FLOOR AND CEILING ELEVATIONS AS SHOWN FOR EACH RESPECTIVE BUILDING AND RESPECTIVE FLOORS CONTAINED THEREIN, NOT WITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILINGS AND FLOORS DUE TO NORMAL IMPERFECTIONS OF BUILDING MATERIALS AND CONSTRUCTION THE UNITS SHALL CONSIST OF THE SPACE HEREIN DEFINED SUBJECT TO THE EASEMENTS GUIDE IN SUCH EVENTS IN THE DECLARATION OF CONDOMINIUM.

ELEVATIONS BASED ON U.S.C. & G.S. DATUM

ELEVATIONS BEING EXPRESSED IN FEET AND DECIMALS THEREOF.

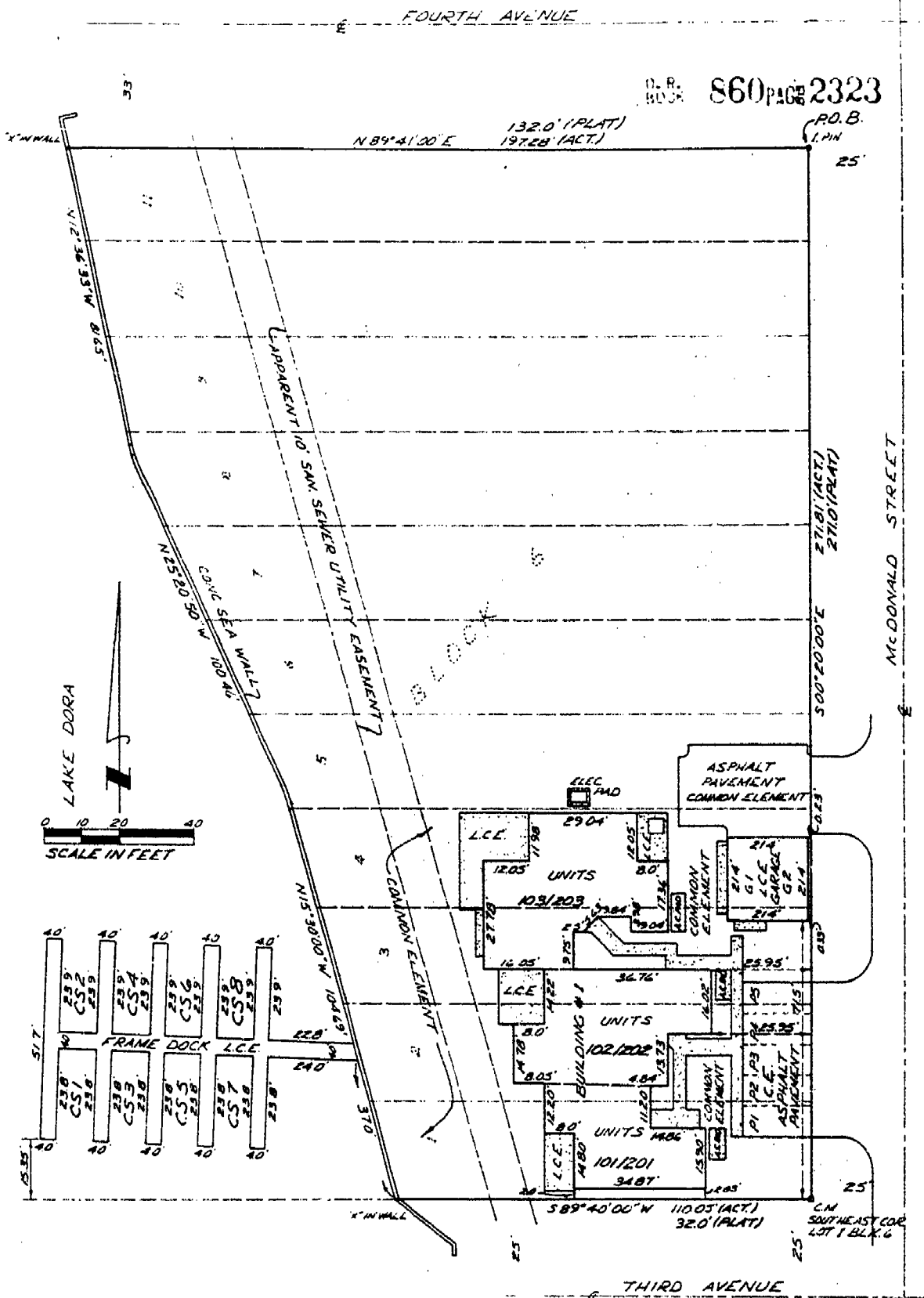
THAT PORTION OF SHADOW HARBOUR LYING ABOVE 65.9 M.S.L. DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE.

CERTIFICATE:

THE UNDERSIGNED SURVEYOR BEING DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, STATES THAT THIS CONDOMINIUM PLAT OF SHADOW HARBOUR, CONSISTING OF SHEETS 1 THROUGH 4 INCLUSIVE, TOGETHER WITH THE DECLARATION AS RECORDED IN OFFICIAL RECORDS BOOK 860, PAGE 2298, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ARE IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS OF EACH UNIT AND THEIR RELATIVE LOCATION AND APPROXIMATE DIMENSIONS FOR BUILDING 1. THE CONSTRUCTION OF THE IMPROVEMENTS FOR BUILDING 1 OF THE CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL HEREIN, TOGETHER WITH THE PROVISIONS OF THE DECLARATION, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS COMPRISING BUILDING 1 AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSION OF THE COMMON ELEMENTS AND EACH UNIT LOCATED IN SAID BUILDING CAN BE DETERMINED FROM THESE MATERIALS.


HOWARD DURDEN
PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 1916

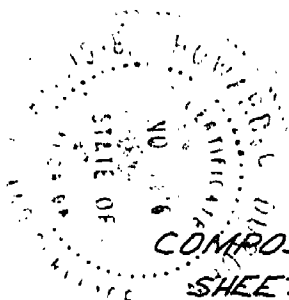




SHADOW HARBOUR A CONDOMINIUM

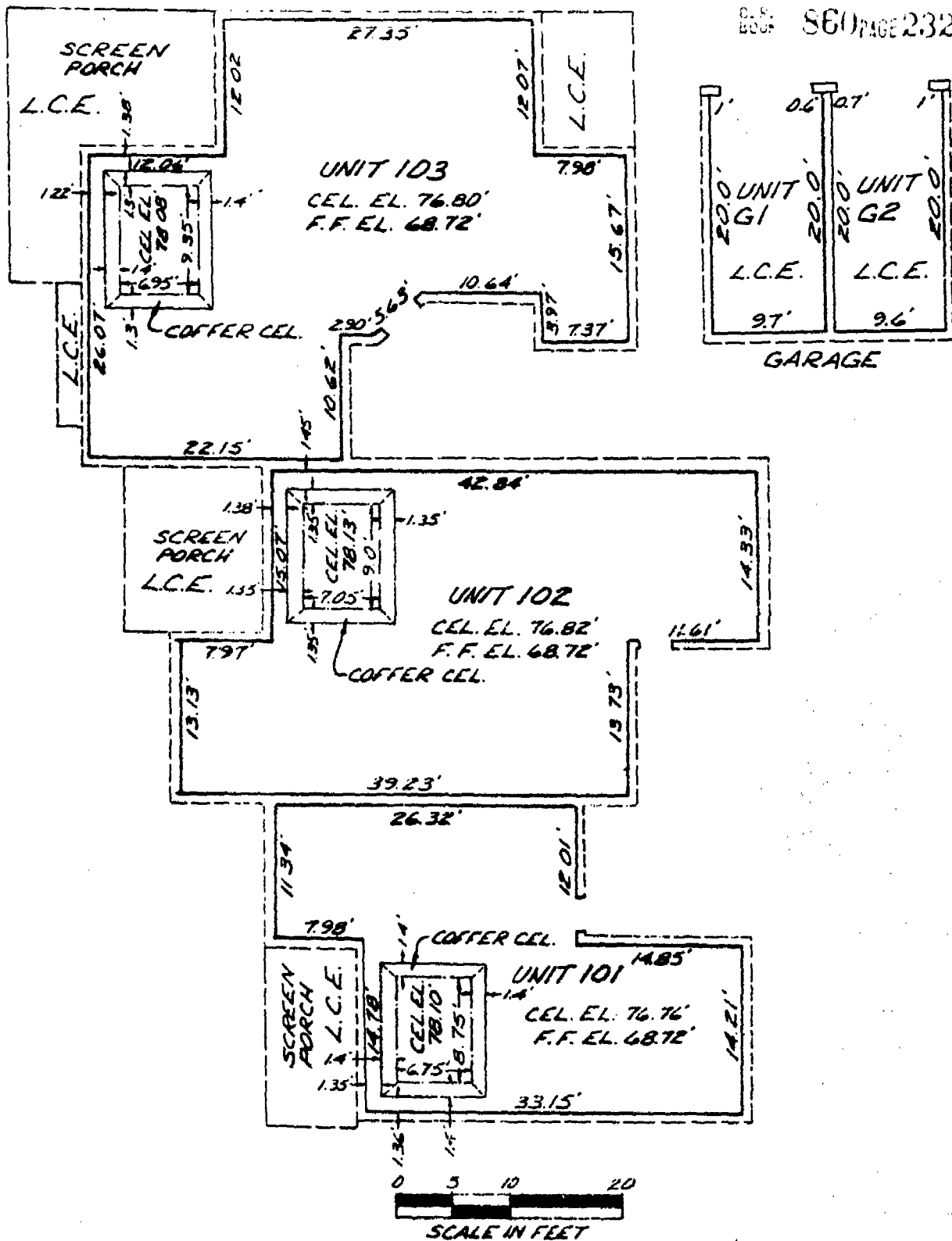
NOTES:

1. BUILDING MEASUREMENTS ARE EXTERIOR DISTANCES.
2. CS - COVERED SLIP
3. PREFIX 1 ON UNITS = 1ST FLOOR
4. PREFIX 2 ON UNITS = 2ND FLOOR



COMPOSITE EXHIBIT "A"
SHEETS 1 THRU 4

SHEET 2 OF 4



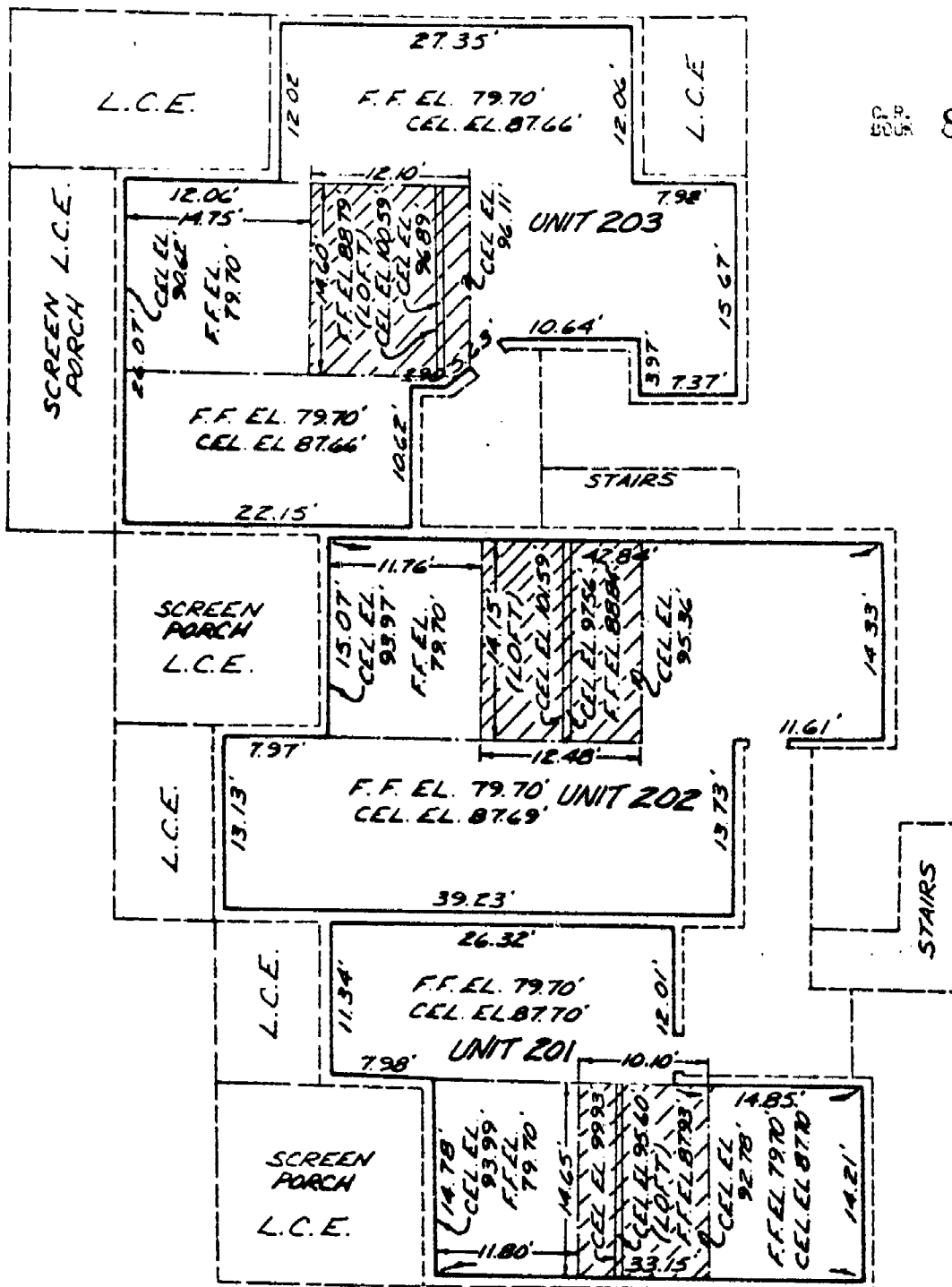
SHADOW HARBOUR A CONDOMINIUM

BUILDING # 1 GROUND FLOOR & GARAGE
UNITS 101, 102, 103

NOTES:

1. WALLS ARE 0.86' THICK
2. L.C.E. DENOTES LIMITED COMMON ELEMENT.
3. --- INDICATES EXTERIOR WALLS
4. GARAGE WALLS ARE 0.70' THICK

SHEET 3 OF 4

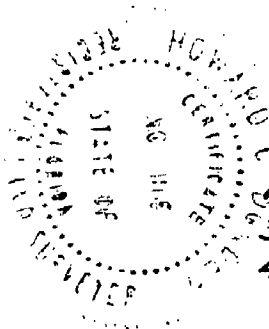


SHADOW HARBOUR A CONDOMINIUM

BUILDING # 1 2ND FLOOR
UNITS 201, 202, 203

NOTES:

1. WALLS ARE 0.86' THICK
2. L.C.E. DENOTES LIMITED COMMON ELEMENT.
3. --- INDICATES EXTERIOR WALLS
4. [Hatched Box] INDICATES LOFT



State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on August 29, 1985.*

The charter number for this corporation is N10900.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of August, 1985



George Firestone
Secretary of State

WP-104 CER-101

EXHIBIT B

FILED
AUG 23 12 55 PM '85
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name and Definitions

The name of the corporation shall be SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718 Florida Statutes, for the operation of Shadow Harbour, a Condominium, on real property situate in Lake County, Florida (the County), to be more particularly described in the declaration of condominium (the Declaration).

ARTICLE 3

Powers

The powers of the Association shall include and shall be governed by the following provisions:

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including those set forth in these Articles and those set forth in the Declaration of Condominium, if not inconsistent with the

Condominium Act, including but not limited to the following

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.
- (b) To use the proceeds of assessments and charges in the exercise of its powers and duties.
- (c) To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
- (d) To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
- (e) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (f) To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
- (g) To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and amendments thereto shall be approved by not less than 51% of the votes of the entire membership of the Association before they shall become effective.
- (h) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of condominium units as may be provided by the Declaration of Condominium and the Bylaws.
- (i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.
- (j) To operate and manage the Condominium within the purpose and intent of the Declaration and the Condominium Act and to contract for the management of the Condominium. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act.
- (k) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose, subject to the provisions of the Condominium Act.

(1) To employ personnel to perform the services required for proper operation of the condominium and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium.

3.3 Purchase of units. Except as provided for living accommodations of management personnel, the Association shall not have the power to purchase a condominium unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without approval of 75% of the entire membership of the Association.

3.4 Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of condominium units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After the transfer or change in the ownership of a unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the unit by instrument of transfer will be a member of the Association and the membership of the prior owner will be terminated. A unit which is owned by more than one person, all owners of the unit shall hold the membership jointly, which membership shall be considered as one membership.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or

transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one vote for each unit owned by the member. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1 Number and qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles and the Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4 Term of first directors. The first board of directors of the Association shall serve and be administered in accordance with the following guidelines and procedures: So long as Lake Dora Shores Limited Partnership, a Florida limited partnership (the Developer) or its successors or assigns hold title to more than 85 percent of the units to be governed by the Association, the Developer shall have the right to appoint all members of the board of directors. When the Developer shall hold title to 85 percent or less of the units to be governed by the Association, the Developer shall have the right to appoint two-thirds of the members of the board of directors and members of the Association, other than the Developer, shall be entitled to elect the remaining one-third of the board of directors at a special members meeting to be held in accordance with the Articles and the Bylaws. Members of the Association other than the Developer are entitled to elect not less than a majority of the members of the board of directors of the Association when (a) three years after fifty percent of the units of the condominium that will be operated ultimately by the Association have been conveyed to members, (b) three months after ninety percent of the

units that will be operated ultimately by the Association have been conveyed to members, (c) when all the units that will be operated ultimately by the Association some of them have been conveyed to members, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever of the above (a), (b) or (c) occurs first. Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the board of directors so long as the Developer holds for sale in the ordinary course of business at least five percent of the units of the condominium. The Developer and members of the Association other than the developer, shall have the rights and responsibilities granted by §718.301, Florida Statutes, as it exists on the date of incorporation of the Association. Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint directors and cause its representatives to resign as directors.

5.5 First directors and officers. The name and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Dan R. Kiely	2201 Wilson Blvd. Arlington, Virginia 22201
Bernitta Ostermeier	2201 Wilson Blvd. Arlington, Virginia 22201
James S. Audia	2201 Wilson Blvd. Arlington, Virginia 22201

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Dan R. Kiely 2201 Wilson Blvd. Arlington, Virginia 22201
Vice President and Secretary	James S. Audia 2201 Wilson Blvd. Arlington, Virginia 22201
Treasurer and Assistant Secretary:	Bernitta Ostermeier 2201 Wilson Blvd. Arlington, Virginia 22201

ARTICLE 7

Indemnification

Every director and officer of the Association, and every

member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party or in which such person may become involved by reason of that person being or having been a director or officer of the Association or by reason of that person serving or having served the Association at its request, whether or not that person is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled. The Association shall have the right, as a common expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8

Bylaws

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner.

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

- (a) by not less than 66% of the entire membership of

the board of directors and by not less than 66% of the votes of the entire membership of the Association; or

(b) by not less than 75% of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in § 3.3 to 3.6 inclusive of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of the Condominium.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

ARTICLE 10

Term

The term of the Association shall be perpetual.

ARTICLE 11

Office

The Association shall initially have an office c/o DeRand, 2201 Wilson Boulevard, Arlington, Virginia 22201.

ARTICLE 12

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Robert W. Wilson	17th Floor CNA Building Orlando, Florida
Olyne Driggers	17th Floor CNA Building Orlando, Florida
Shelley Weissman	17th Floor CNA Building Orlando, Florida

IN WITNESS WHEREOF the subscribers have executed these Articles as of August 14, 1985.

Robert W. Wilson
Olyne Driggers
Shelley Weissman

STATE OF FLORIDA

COUNTY OF ORANGE

Robert W. Wilson, Olyne Driggers and Shelley Weissman appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on August 14, 1985.

Charles K. Toss
Notary Public

(NOTARIAL SEAL)

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 19, 1988
Bonded thru Troy Felt Insurance, Inc.

BYLAWS

SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

1. Identity. These are the Bylaws of SHADOW HARBOUR CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, a corporation not for profit under the laws of the State of Florida. The Articles of incorporation of the Association were filed in the office of the Secretary of State of Florida on August 29, 1985. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (the Condominium Act), which condominium is identified as Shadow Harbour, a Condominium, which is located on real property situate in Lake County, Florida (the County), more particularly described in the Declaration of Condominium.

1.1. The office of the Association shall be at the Condominium, 343 McDonald Street, Mt. Dora, Florida 32757.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members

2.1. Roster of members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of the owner's title substantiating the owner's membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2. Annual meeting. The annual members' meeting shall be held in December of each year at such time and place in the County, as a majority of the board of directors shall determine. The purpose of the meeting shall be to elect directors and to

transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is more than 60 days from such annual meeting, a special meeting shall be held to satisfy the requirements of F.S. § 718.30.

2.3. Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. A special meeting may also be called to recall a member or members of the board of directors, which may be called pursuant to the provisions of F.S., §718.112(2)(g), as amended, 1984.

2.4. Notice of meeting of members stating the time and place and the objects for which the meeting is called shall be given by the party or parties authorized by these Bylaws calling the meeting. A copy of the notice shall be posted at a conspicuous place at the condominium and a copy shall be delivered (if allowed by the Condominium Act)) and mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery and mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery and mailing of the notice shall be effected not less than 14 days nor more than 40 days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Proof of mailing shall be by post office certificate of mailing and such certificate shall be retained in the Association records. The right to receive notice of the annual meeting may only be waived prior to the 14 day notification period. Notwithstanding the foregoing, if notice is mailed to members, delivery of notice shall not be required. Notice of a meeting may be waived before or after the meeting, except as otherwise provided herein. Members may waive notice of meetings by written instrument and members may take action by written agreement without meetings; provided, however, members may not take action without a meeting for the annual meeting relating to budget matters and statutory reserves, as required by the Condominium Act.

2.5. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act.

2.6. Voting.

a. In any meeting of members the owners of units shall be entitled to cast one vote for each condominium unit owned.

b. If a unit is owned by one person, the owner's right to vote shall be established by the roster of members. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association; provided, however, that if a unit is owned by husband and wife, such certificate shall not be required. If title to a unit is held by a life tenant with others owning the remainder interest, the life tenant shall be the person entitled to vote. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the meeting and matters designated in the proxy. The proxy shall be valid for a lawfully adjourned meeting thereof, unless otherwise specified in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. No proxy shall be valid for a period longer than 90 days after the date of the first meeting specified in the proxy. Proxies shall be revocable at any time by the grantor of the proxy.

2.8. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by the President or in his absence by another officer of the Association designated by the board of directors
- b. Election of chairman of the meeting

- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Appointment or election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than five directors, the exact number to be determined at the time of election.

3.2. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of three members shall be appointed by the board of directors not less than 20 days prior to the annual members' meeting. The committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Subject to the provisions of §718.301 of the Condominium Act, any director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or by agreement in writing of such majority. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

3.3. The term of each director's service shall be determined in the following manner. At the time the members of the Association other than Lake Dora Shores Limited Partnership (including its successors and assigns), shall be entitled to elect all of the directors of the Association, the directors shall be classified with respect to the time for which they shall severally hold office by dividing them into three classes, each class consisting of one-third of the directors and each director of the Association shall hold office until his successor shall be elected and shall qualify. At such meeting of the members at which the members shall first elect all of the directors of the Association, the directors of the first class shall be elected for a term of one year; the directors of the second class shall be elected for a term of two years; and the directors of the third class shall be elected for a term of three years. Such meeting for the election of directors of the Association as provided by §718.301, F.S., shall be held and called pursuant to the terms of §718.301, F.S. At each annual election of directors thereafter, the successors to the class of directors whose terms shall expire that year shall be elected to hold office for the term of three years, so that the term of office of one class of directors shall expire in each year.

3.4. The organization meeting of a newly-elected board of directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. Except in the event of emergency meetings, a notice of all meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

3.7. All meetings of the board of directors shall be open to all members of the Association.

3.8. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be

deemed equivalent to the giving of notice.

3.9. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.10. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13. Directors fees, if any, shall be determined by the members.

3.14. Minutes of all meetings of the board of directors or members shall be kept in a book available for inspection at all reasonable times by members or their authorized representatives and the board of directors. The Association shall retain minutes of meetings for a period of seven years or such other period of time as may be designated by the Condominium Act.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required. The Association shall, however, in any event retain at

all times the powers and duties granted it by the Condominium Act.

5. Officers.

5.1. The Executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary (if determined to be necessary by the Board of Directors), all of whom shall be elected annually by the board of directors and who may be preemptorily removed at any meeting by concurrence of a majority of all of the directors. There may be two Vice Presidents, and a Vice President may also be a Secretary or a Treasurer. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the board of

directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.7. The compensation, if any, of all employees of the Association shall be fixed by the directors. The provision that directors' fees or officers compensation shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for various accounts established according to generally accepted accounting principles. The budget shall include reserve accounts for capital expenditures and deferred maintenance as required by the Condominium Act.

a. Copies of a proposed budget and proposed assessments shall be mailed or delivered (if allowed by the Condominium Act) to each member not less than 30 days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of the time of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

b. If an adopted budget requires assessment against the unit owners in any calendar year exceeding 115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual

basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made, or 10 days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in the amount shall be due on the first day of each month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as required in these Bylaws.

6.4. Assessments for charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by the Association in the manner set forth in the Declaration of Condominium.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. Notice of Meeting - Assessments. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

6.7. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys from those accounts shall be

only by checks signed by such persons as are authorized by the directors.

6.8. An audit of the accounts of the Association shall be made annually by a committee appointed by the Board of Directors or by a certified public accountant if such audit is requested by 51% of the entire membership of the Association and a copy of such audit report, if any, shall be furnished to each member not later than April 1 of the year following the year for which the audit is made. Otherwise the board of directors shall furnish a financial report in customary form to each member not later than April 1 for the prior year.

6.9. Directors Insurance And Fidelity Bonds may be required by the board of directors from all persons handling or responsible for Association funds. The requirements for obtaining such bonds, the amount of those bonds and the sureties shall be determined by the directors and as required by the Condominium Act. The premiums on the bonds shall be paid by the Association. The board of directors is also authorized to obtain and pay for director's liability insurance.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

8. Arbitration of Disputes. Disputes arising in the operation of the condominium, between unit owners, the Association, and their respective agents and assigns shall be subject to the provisions of the Declaration of Condominium, the Rules and Regulations and the Condominium Act (which shall prevail over all other provisions of this bylaw), if any, and the rules and regulations promulgated thereunder by the Division of Florida Land Sales and Condominiums.

9. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

9.1. Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 60% of the entire membership of the board of directors and by not less than 66% of the votes of

the entire membership of the Association; or

b. by not less than 75% of the votes of the entire membership of the Association; or

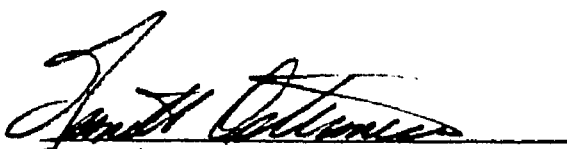
c. until a majority of the directors are elected by members other than the Developer of the condominium, a majority of the directors.

9.3. Proviso. Provided, however, that no amendment shall discriminate against any member nor against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation, the Declaration of Condominium or the Condominium Act.

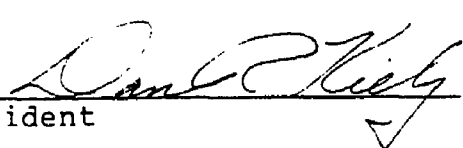
9.4. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended: new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators or words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw.....for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9.5. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County.

The foregoing were adopted as the Bylaws of the Association, a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on August 30, 1985.


Asst. Secretary

APPROVED:


President

-  ACTIVE RECREATION (PARKS)
-  PASSIVE RECREATION (PARKS)
-  HIGH RESIDENTIAL
-  MEDIUM RESIDENTIAL
-  LOW RESIDENTIAL
-  OFFICE
-  COMMERCIAL USE
-  INDUSTRIAL USE
-  CONSERVATION USE
-  PUBLIC LANDS AND INSTITUTIONS

WETLAND BOUNDARIES AS SHOWN ARE APPROXIMATE
AND MUST BE FIELD VERIFIED.

City of Mount Dora

GENERALIZED FUTURE LAND USE MAP


Land Planning Group
 1755 U.S. HIGHWAY 90W 441 WEST • (904)383-1444
 MOUNT DORA, FLORIDA 32757 • FAX (904)383-3877

NOT FOR CONSTRUCTION
 SCALE: 1"=600'
 REV:
 DATE: 10/13/93
 FILE #: 467-301



TAB 3

Notes from John Tucker

New Smyrna Beach FL notes on building heights per the city's land development code:

504.00 J. The height limitations contained in the schedule do not apply to spires, belfries, cupula, antennas, water tanks, ventilations chimneys or other apertures normally required to be placed above the roof line and not intended for human occupancy.

Building heights

504.2 B-1, Mixed Use District (Central Business): Beach side 42 feet, Mainland 72 feet

B-2, Neighborhood Business District: 35 feet

B-3, Highway Business District: 35 feet

B-4, Ocean Commercial: 45-52 feet

B-5, Planned Shopping: 45 feet

B-6, Medical: 35 feet except adult medical 92 feet

B-6a, Limited: Medical 35 feet

Com, Commercial Marina: 45 feet

Observed in ordinance "The height of the proposed building needs to be compatible with the adjacent buildings"

Tarpon Springs FL notes on building heights per the city's land development code:

Section 25.14: WDI Waterfront Development District: Hotels 50 feet, parking 40 feet all others 45 feet.

Section (F) Compatibility: "All uses in the WDI District shall be evaluated for compatibility with surrounding uses and furthering the intent of the WDI District as it relates to promoting oriented economy.

Section 25.15: WDI Waterfront Development District: Same heights, Hotels 50 feet, Parking 40 feet, all others 45 feet.

Section 25.15.5: WDI-B Waterfront Commercial Fishing and Tourism Redevelopment District: Hotels 50 feet, parking 40feet, all others 45 feet.

Exception permitted based on annexation depending on year (prior to 2010).

Fernandina Beach FL building height notes land development code

Section 801.01: Historic District Overlays:

Part C: In addition to standards applicable to underlying zoning districts, new construction within the historic district overlay shall be compatible with the existing character of the Landmark District means architectural design and construction that will fit harmoniously into the District or the landmark site. New construction shall be compatible in scale, material and quality of construction with adjacent buildings and structures that have been designated.

Within the Amelia River CRA Waterfront District Section 802.02, d, 2, 30 feet above the Basic Flood Elevation.

E-3 District (East of front Street) 35 feet.



**AGENDA
CITY COMMISSION WORKSHOP
CITY OF ST. AUGUSTINE BEACH
November 12, 2015 5:00 p.m.**

City Hall
2200 A1A South
St. Augustine Beach, FL 32080

-
- I. CALL TO ORDER
 - II. PLEDGE OF ALLEGIANCE
 - III. ROLL CALL
 - IV. DISCUSSION OF DETERMINATION OF BUILDING HEIGHT IN THE CITY
 - A. Public Comment
 - B. Review by City Attorney of Height Regulations in the City Charter and Related Documents
 - C. Review with Former Charter Review Committee Concerning Information They Were Provided for Height Limit in the Charter
 - D. Review by Director of Planning and Zoning of Undeveloped and Developed Lots East of the Coastal Construction Control Line
 - E. Explanation by Coastal Permitting Consultant, Kevin Partel, of State of Federal Flood Insurance Program Regulations That Affect Coastal Construction
 - F. Discussion by Commission of Possible Changes to Land Development Regulations to Address Measurement of Building Height and Where the Measurement Should Begin
 - G. Public Comments
 - V. ADJOURNMENT

MEMORANDUM

To: Mayor Samuels
Vice Mayor O'Brien
Commissioner George
Commissioner Snodgrass
Commissioner England

FROM: Max Royle, City Manager 

DATE: November 2, 2015

SUBJECT: Information for Building Height Workshop

INTRODUCTION

You've scheduled a workshop on Thursday, November 12th. Please note that the starting time will be 5 p.m.

We suggest that the workshop has two purposes: first, to provide information to the citizens about how building height in coastal areas of the City is determined; and second, to discuss whether Mr. Burnett needs to draft an ordinance that will clarify the beginning point from which a building's height is to be measured.

INFORMATION PROVIDED

To help you accomplish both purposes, we provided information in a folder to each of you. Also, for the public at the meeting, we'll have much of the information in a form that can be projected on the screens in the meeting room. This will help the public to follow the discussion and to become educated about the issues concerning how building height in the City's coastal areas is to be determined.

The information in your folders is divided into the following sections

- a. Pages 1-21, the Charter amendment and related ordinances concerning building height. The Charter amendment includes Sections 29 and 30 of Ordinance 14-01, which states the exact language that was on the ballot for the 2014 general election and approved by the voters.

Also, we've provided Ordinance 07-13, 08-09, 13-08 and 13-14. These are referenced at the start of Section 29 of Ordinance 14-01. Each has language concerning building height in certain areas of the City.

- b. Pages 22-41, the building height limits from the charter and/or code of the following Florida coastal cities Anna Maria, Flagler Beach, Islamorada, Jacksonville Beach, Neptune Beach, Ponce Inlet and Sanibel.
- c. Pages 42-45, aerial photos that show the state's coastal construction control line along the City's eastern side.
- d. Pages 46-51, information from the Florida Department of Environmental Protection's "One-Hundred-Year Storm Elevation Requirement for Habitable Structures Located Seaward of a Coastal Construction Control Line."
- e. Pages 52-53, Section 3109 of the Florida Building Code, which states provisions that "shall ensure that structures located seaward of the coastal construction control line are designed to resist the predicted forces associated with a 100-year storm event. . ."
- f. Page 54, an aerial photo showing the FEMA flood zones in the City.

Of the information listed above, the following can be projected on the screens in the meeting room for the public to see: the Charter amendment, the aerial photos of the coastal construction control line, the DEP's "One-Hundred-Year Flood Elevation Requirements," Section 3190 of the Florida Building Code, and the photo showing the FEMA flood zones.

In addition, Mr. Larson will have an aerial showing the undeveloped and developed properties east of the coastal construction control line from Pope Road to F Street.

Mr. Howell will be at the computer that will project the information. If, during your discussion, you want the public to see a particular exhibit, just tell Mr. Howell to show it.

SUGGESTED PROCEDURE FOR THE WORKSHOP

The suggested procedure is simply to follow the topics as listed on the agenda.

1. Public Comments

At your workshop, you usually begin and end them with a section for public comments.

2 Review of height regulation by the City Attorney

As Mr. Burnett wrote the language for the Charter amendment as stated in Sections 29 and 30 of Ordinance 14-01, we suggest that he begin the discussion with his understanding of the wording that both the Charter Review Committee and the Commission wanted on the ballot.

The second problem concerns lots seaward of the coastal construction control line and/or in a velocity zone, where the required elevation of the building's first habitable floor is X number of feet above mean sea level and the level of the ground on the lot may be below that mandated number of feet. This is the case with the site of the Embassy Suites Hotel. The existing ground is about nine feet above mean sea level, the building's location in a velocity zone and seaward of the coastal construction control line requires the building's first habitable floor be another nine-plus feet above the existing ground

Some residents may suggest that if state coastal construction regulations require the first habitable floor of a building be, for example, 18 feet above mean sea level and the existing ground is 10 feet above mean sea level, then the actual building can be only 17 feet in height.

The issue then is whether such regulations could significantly diminish a property's value and subject the City to a lawsuit that it possibly might lose.

ACTION REQUESTED

It is that you decide at the workshop whether the Land Development Regulations need to be amended to clarify the starting point of the 35-foot height limit in the City.

If you decide an amendment is necessary, we ask you to look at pages 36-37 (attached) These are the height regulations for the town of Ponce Inlet, which is on the coast, south of Daytona Beach. Note in particular the illustrations on page 37. They show the point from which a building's height is to be determined in non-flood hazard areas and in flood hazard areas. We suggest any amendment to the Land Development Regulations concerning building height in our City have similar illustrations. They help to make clear how building height in various zones is to be measured.

For this review, Mr. Howell can show the public on the projectors Section 29 and 30 or Ordinance 14-01.

3. Comments by the former Charter Review Committee members and alternates

Mayor Samuels has suggested that the members and alternates be invited to the workshop, so that they can individually comment, if they wish, on their understanding of the language concerning building height that was to be put in the Charter

4. Review of undeveloped and developed lots east of the coastal construction control line

Commissioner England requested this information Mr. Larson has prepared an exhibit for display at your meeting.

5. Explanation of coastal permitting requirements by Mr. Kevin Partel

Mr. Partel worked as a field inspector for the Florida Department of Environmental Protection on coastal permitting and construction issues. Since he left the DEP in the early 1990s, he's been a coastal permit consultant. He'll speak about the DEP coastal permit requirements and the relationship of those requirements to the determination of building height in the City.

For Mr. Partel's explanation, Mr. Howell can project on the screens in the meeting room the information showing the coastal construction control line, the Florida Department of Environmental Protection's "One-Hundred-Year Storm Elevation Requirements for Habitable Structures Located Seaward of a Coastal Construction Control Line," and Section 3190 of the Florida Building Code.

6. Discussion of possible changes to the Land Development Regulations concerning building height

This is the topic for the suggested second purpose of your workshop: to decide whether an amendment to the Land Development Regulations needs to be drafted to clarify where the beginning point is for measuring a building's height.

POINTS TO CONSIDER

Some citizens may say that they want the 35 feet to start at the existing level of the ground. There are two problems with this. First, there are lots where the existing ground is below the surface of the adjacent street and below the mandated base flood elevation. For such lots, fill dirt must be used to bring the surface or grade of the lot up to the base flood elevation.

SECTION 29 OF ORDINANCE 14-01 AMENDING SECTION 1-16(b) OF THE CITY CHARTER

Sec 1-16 – Limitations

(b) Actions to increase the permitted height of a building or buildings as established in the following ordinances 07-13, 08-09, 13-08, 13-14, as may be amended to comply with State and Federal Law, may be taken by the city only by ordinance approved by a majority of qualified city electors at the next general election or a special election called for such purpose

- 1 Buildings and structures within the City of St Augustine Beach, Florida, shall be limited to a maximum height of thirty-five (35) feet. Height shall be measured in accordance with the provisions of the City's Land Development Regulations
 - a The thirty-five (35) feet height limitation shall not apply to architectural features or any roof structures for housing elevators, stairways, tanks, mechanical equipment, ventilating fans, solar energy collectors, or similar equipment, nor to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, vents, or similar structures, which may be erected above the height limit, nor to fire or parapet walls provided, however that such features and items shall not extend more than ten (10) feet above the structure
 - b Items or structural elements required by other state laws or the Federal Telecommunications Act shall not be included in determining building height
- 2 If an existing building over thirty-five (35) feet is destroyed or substantially damaged by terror attack, accidental fire, or natural and disastrous force, such building may be built back up (reconstructed)
 - a Within its pre-disaster footprint and
 - b Within the three-dimensional envelope of the area of the pre-disaster building, and
 - c Up to its pre-disaster gross square footage, and
 - d Up to the same number of dwelling units or commercial square footage (or combination thereof) and pre-disaster floor area ration, but elevated above the base flood elevations required by federal flood regulations, state regulations or City Code; and
 - e Conforming in all other respects to City Code, the Florida Building Code, other federal and state regulations, and state coastal construction control lines in effect at the time the substantially damaged building is built back (reconstructed)

Section 30. There shall be placed on the ballot at the next ensuing general election, November 4, 2014, the following question:

GENERAL BALLOT PROPOSITION 3

Imposing Height Limitation on Buildings and Structures.

Shall the Charter Laws of the City be amended by the addition of section 1-16(b) to provide limitations on actions to increase the height of buildings, to provide a maximum building height of thirty-five (35) feet, allow for architectural features up to an additional ten (10) feet, and to provide for reconstruction of buildings over thirty-five feet if destroyed, subject to the limitations of the structure's pre-disaster three-dimensional envelope?

Yes For Amendment

No Against Amendment

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA RELATING TO THE LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 3.02.02 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY BY THE ADDITION OF A NEW SUBSECTION TO BE KNOWN AS SECTION 3.02.02.01 PROVIDING FOR MIXED USE ZONING REQUIREMENTS; PROVIDING FOR COMPLIANCE WITH THE CITY'S COMMUNITY APPEARANCE STANDARDS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA:

Section 1. Section 3.02.02 of the Land Development Regulations for the City of St. Augustine Beach, Florida, be, and the same is hereby amended by the addition of a new subsection, to read as follows:

Section 3.02.02.01. Mixed Use Districts.

A. Purpose. The purpose of a mixed use district is:

1. To accommodate a mixture of retail, service, residential, and other uses.
2. Encourage development that exhibits the physical design characteristics of pedestrian orientated, store front shopping streets; and
3. Promote the health and well being of residents by encouraging physical activity, alternative transportation and greater social interaction.
4. To site structures so their siting is compatible with the future Vision of the City as well as City Codes.
5. Ensure that the massing of the structure/structures are compatible with surrounding buildings.
6. Ensure that the proposed projects do not exceed the size and scale of other buildings in the vicinity and that a proportionate scale is maintained between height and width of structures.
7. Ensure that roof forms, detailing, textures, colors, and the rhythm of a structure, wall space and doors and windows are compatible with City Codes and the future vision for the City.

B. Definitions

Floor Area Ratio:	The ratio of the building gross floor area to the square footage of each lot a structure is located on.
Gross Floor Area:	The sum of all horizontal floor areas for a structure measured from the outside faces of the exterior walls. Not included are second or third level balconies and porches and attic space. Where parking is provided under a structure, the footprint of the parking will be considered as the Gross Floor Area.
Mixed Use Building:	A structure containing a mix of commercial and residential uses, one floor devoted for commercial use, the other floor devoted to residential use.
Commercial Use:	A structure used only for a commercial operation that is allowed by the Land Development Regulations.
Residential Use:	A structure used solely for a single-family residence.
Horizontal/Vertical Articulation:	Architectural features that break the flat surface off a building wall. Minimum distance between any horizontal or vertical feature is ten (10) feet in any direction.

Horizontal and vertical articulation to the building facade is required for structures fronting AIA Beach Boulevard. The vertical articulation features shall be within the allowed setback areas dependant on the proposed use of the structure, the horizontal features ten (10) feet above finished grade will be allowed to encroach into the setback area no more than twelve (12) inches.

C. Table of Allowed Uses:

P - Permitted C - Conditional Use N - Not Allowed

Household Living

Business live/work above the ground floor	P	
Business live/work on ground floor		C
Dwellings above ground floor		C
Detached house	P	
Multi family residential		C
Townhouse		C

Group Living

Assisted living		C
Group home	P	
Nursing home		C

Public and Civic

School		N
Parks and recreation	P	
Postal Service	P	
Religious Assembly	P	
Lodge or private club		N
Day Care	P	

Commercial

Retail/office	P	
Restaurant -sit down / take-out	P	
Fast Food Drive Thru		N
Vehicle service facilities		N
Hotel / motel	P	
Parking for Commercial Uses	P	

Manufacturing /Industrial		N
---------------------------	--	---

Other

Wireless-towers,-freestanding		N
Architectural tower co-locate design on structure	P	

This use table should be refined to reflect local characteristics and planning objectives. The range of uses should be as broad as possible fitting the character of the City and the locations. There may be instances where a drive thru facility is needed due to the type of business such as a bank or pharmacies. Also, buildings with residential units, commercial uses, will be self-policing because possible owner associations may ensure that commercial uses within buildings will be comparable with upper story residential uses.

D. Mixed Use Size Limits The minimum lot area for mixed use is 8,500 square feet unless approved by variance after application to the City of St Augustine Beach Planning and Zoning Board. The minimum floor area for a mixed use structure is 800 square feet or 25% of the lot area (whichever is greater) for lots with street frontage of 50 feet width or more. For 50 feet or less, street frontage, the minimum floor area is 20% of the lot area.

The gross first floor area for any Commercial establishment shall not exceed 15,000 square feet.

For separate commercial or residential use, the minimum first floor area shall be 1,000 square

feet.

E. Structure Height for 25 foot setbacks

35 feet to the roof ridge is the allowable height and an allowance is made for architectural detail to the 40 foot height is allowed. The 40 foot height shall not exceed 40% of the Building perimeter on any side.

F. Setbacks and height restrictions for mixed use

Setbacks for mixed use are variable dependant on the type of commercial use is projected for the lot/lots and the projected structure height.

Retail Shops: Allowable setbacks are from 0 to 25 feet or more. The minimum setback for a two story structure with a 2nd level porch/balcony, is 5 feet. Maximum height allowed is 27 feet within the setback area from 0 to 15 feet. Between 15 feet to 25 feet or more, the allowable height is 35 feet.

Business Use: Same allowance as Retail Use.

Restaurant Use: Minimum setback allowed is 10 feet if outside seating is proposed. A second level deck will be allowed a 0 foot setback for the front setback and a 5 foot side setback.

Hotel/Motel Use Minimum allowed setback is 25 feet for those building facades exceeding 27 feet. The portion of a hotel/motel having a single story section, mainly a porte cochere, fronting a street will be allowed a 5 foot front setback for that section providing the roof ridge does not exceed 18 feet.

Residential Use: All stand alone residential uses are subject to approval by Planning and Zoning Board for the City of St. Augustine Beach.

G. Construction Materials, Exterior Colors

The roof and exterior finishes are those materials reflected in the Catalog of recommended Architectural and site features.

Exterior finishes for any structure fronting A1A Beach Boulevard shall be approved by the City of St. Augustine Beach in accordance with approved color palates maintained in the Building Department. These color finishes established by Community Appearance Standards as established by Ordinance.

H. Mechanical and Utility Equipment Location and Screening

Single or dual mechanical equipment (ac compressors) shall be located in the side or rear setback area. Multiple units, three or more, shall be placed on roof tops and screened by architectural details to the roof line. Ground located equipment shall be screened by walls constructed from the same materials as the main structure exterior finish, then accented by landscaping.

Utility services shall be placed underground for all new construction and for any structure subject to re-model work. All structures located within the mixed use zoning classification shall be required to hook up to water and sewer from St. Johns County utility Services.

I. Catalog of Recommended Architectural and Site Features

Recommended Architectural design:

Key West Style, Florida Vernacular, Cracker Design, Spanish Mediterranean Design Stepped Parapet Storefront, Classical Gable House, Classical Double Gallery House.

Recommended Architectural Features:

Accents to all structures by vertical and horizontal articulation.

Exterior finish materials shall be limited to masonry finishes, rock, brick, wood siding, concrete composite siding materials.

Roofing materials are limited to architectural grade shingles, metal roofing, and concrete composite roofing products.

Shutters, Dormers, in scale with the structure's design, Porches with gingerbread effects, Patios with decorative fencing or guardrails, open soffits, cupolas.

Recommended Site Features:

Xeriscape landscaping for decorative gardens in place of grasses, use of stone or mulch for ground cover, Brick pavers for drives, sidewalks, parking areas.

J. Parking Requirements

All parking for retail, business, restaurant uses and garage openings for residential use shall be placed in the rear or at the side. Parking located at the side of a structure shall be required to have landscape buffers, 5 feet in width between the edge of the parking area and the right of way of the adjacent street. All plant materials used shall be 3 gallon minimum container size. Landscape plans shall also be subject to approval by the St. Augustine Beach beautification Committee. Access to the parking shall be from the numbered or lettered streets perpendicular to AIA Beach Boulevard. Hotel / Motel parking can be placed in the front of the structure.

Curb cuts from AIA Beach Boulevard shall be allowed where a platted alleyway whether the alleyway is open or not opened.

Shared parking and shared access to parking is encouraged.

K. Signage

All signage, ground and wall signs shall be subject to approval from the Planning and Zoning Board within the Mixed Use Districts. Ground signs shall have ground lighting illumination or back lit illumination, wall signs will be allowed to be back lit with the proposed intensity of the illumination being subject to approval by the Planning and Zoning Board. No exposed neon shall be allowed. The use of metal supports is discouraged with wood or masonry products being encouraged.

The maximum size for a ground sign shall be determined by the frontage on the AIA Beach Boulevard. For those lots with 50 foot frontage or less, the maximum sign face shall be thirty-two (32) square feet; 50 to 150 foot frontage shall be allowed forty-eight (48) square feet; greater than 150 foot frontage shall be allowed seventy (70) square feet sign face. This allowance does not include the sign supports, which size and material shall be subject to Planning and Zoning Board approvals.

The allowable heights are also dependant upon the frontage. 50 foot or less are allowed seven (7) foot height; 50 to 150 foot frontage are allowed eight (8) feet height; greater than 150 foot frontage are allowed nine (9) feet height. This measurement taken from the existing finished grade to the top edge of the sign..

A seven (7) year amortization period is provided for those signs located along AIA Beach Boulevard that will be deemed as non-conforming by the requirements of this ordinance. All such signs shall either be brought into conformity or removed seven (7) years following the adoption of this Section. All non-conforming signs as a result of ordinances passed prior to the passage of this section shall be brought into conformity or removed as provided in the respective ordinances rendering such signs as non-conforming or seven years from the date of this ordinance, whichever is the earlier.

L. Compliance Requirements

The Comprehensive Planning and Zoning Board shall review and either approve or deny any proposed development within the mixed use zoning.

Section 2. Section 3.02.02 of the Land Development Regulations of the City be, and the same is, amended to read:

Sec. 3.02.02. Uses.

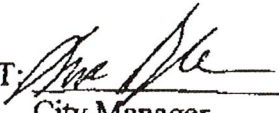
1. The permitted and conditional uses for all land use districts except Mixed Use Districts are listed in Table 3.02.02. Uses for Mixed Use Districts are listed in Section 3.02.02.01. The list of uses contained in said table are exclusive, and any use not included under permitted or conditional uses shall be prohibited in such districts.

Section 3. This ordinance shall take effect upon passage.

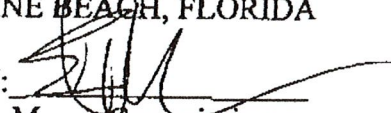
PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon second reading this 2nd day of July, 2007.

CITY COMMISSION OF THE CITY OF ST.
AUGUSTINE BEACH, FLORIDA

ATTEST:


City Manager

BY:


Mayor-Commissioner

First reading: June 4, 2007

Second reading: July 2, 2007

Ordinance 08-09

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA RELATING TO THE LAND DEVELOPMENT REGULATIONS; AMENDING SECTIONS 3.02.02.01. E., F. AND L TO PROVIDE FOR SETBACKS AND HEIGHTS WITHIN MIXED USE DISTRICTS AND FOR VARIANCES IN SUCH MIXED USE DISTRICTS UPON A SHOWING OF ECONOMIC HARDSHIP; AMENDING SECTION 3.02.02 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY TO CLARIFY THAT THE REQUIREMENTS FOR MIXED USE DISTRICTS ARE ESTABLISHED IN SECTION 3.02.02.01.; AMENDING SECTION 13.00.00 TO PROVIDE FOR FEES FOR MIXED USE DEVELOPMENT REVIEW; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA:

Section 1. Sections 3.02.02.01. E., F., and L. of the Land Development Regulations for the City of St. Augustine Beach, Florida, be, and the same, are hereby amended to read as follows:

Section 3.02.02.01. Mixed Use Districts.

* * * *

E. Structure Height for 25 feet setbacks

35 feet to the roof ridge is the allowable height and an allowance ~~is made~~ for architectural detail to the 40 foot height is allowed. The 40 foot height shall not exceed 40% of the Building perimeter on any side. This additional height allowance is allowed when being utilized for screening roof top mounted equipment.

F. Setbacks and height restrictions for mixed use

Setbacks for mixed use are variable dependant on the type of commercial use sought in the application and ~~is projected for the lot/lots and~~ the projected structure height.

Shops: Allowable setbacks are from 0 to 25 feet or more. The minimum setback for a two story structure with a 2nd level porch/balcony, is 5 feet, the porch not exceeding five (5) feet in depth. Maximum height allowed to the roof ridge is 27 feet within the setback area is from 0 to 15 feet. Between 15 feet to 25 feet or more, the allowable height is 35 feet to the roof ridge.

Retail business Use: Same allowance as Retail Use.

Restaurant Use: Minimum setback allowed is 10 feet if outside seating is proposed. A second level deck will be allowed a 0 foot setback for the front setback and a 5 foot side setback. Restaurants having A1A Beach Boulevard and side street frontage, shall have an option for placing decks for outside seating facing either street meeting the following setback requirements. Fronting the Boulevard, a three (3) foot landscaped setback will be required. Side street setbacks for a wood deck shall be five (5) feet. Landscaping will be optional dependant upon existing site conditions. Decorative structural posts may be used for support elements for existing construction or porches may be cantilevered or supported by diagonal bracing.

Motel Use: Minimum allowed setback is 25 feet for those building facades exceeding 27 feet. The portion of a hotel/motel having a single story section, mainly a porte cochere, fronting a street will be allowed a 5 foot front setback for that section providing the roof ridge does not exceed 18 feet.

Residential Use: All stand alone residential uses are subject to approval by Planning and Zoning Board for the City of St. Augustine Beach.

* * * *

L. Compliance Requirements

The Comprehensive Planning and Zoning Board shall review and either approve or deny any proposed development within the mixed use zoning. Upon a showing of economic hardship demonstrating a substantial reduction in value of the property subject to the application for review based on a reasonable investment-backed expectation the Comprehensive Planning and Zoning Board may grant a variance with or without conditions from the strict provisions of this Section. Review by the City Commission of a determination by the Comprehensive Planning and Zoning Board shall be in the same manner as other appeals from the Comprehensive Planning and Zoning Board.

Section 2. Section 3.02.02 of the Land Development Regulations of the City be, and the same is, amended to read:

Sec. 3.02.02. Uses.

1. The permitted and conditional uses for all land use districts except Mixed Use Districts are listed in Table 3.02.02. Uses for Mixed Use Districts are listed in Section 3.02.02.01. The list of uses contained in said table are exclusive, and any use not included under permitted or conditional uses shall be prohibited in such districts.

Section 3. Section 13.00.00 of the Land Development Regulations be, and the same are, hereby

amended by the addition of a new subsection to be known as Section 13.00.00 T. to read as follows:

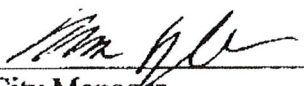
T. Mixed Use Development Review. The application fee for a mixed use development review is \$157.50.

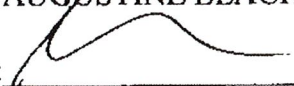
The application fee for an appeal to the City Commission is \$100.00.

Section 4. This ordinance shall take effect upon passage.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon second reading this 7th day of July, 2008.

CITY COMMISSION OF THE CITY OF
ST. AUGUSTINE BEACH, FLORIDA

ATTEST: 
City Manager

BY: 
Mayor-Commissioner

First reading: June 2, 2008

Second reading: July 7, 2008

TAB 4

BUILDING HEIGHTS IN DOWNTOWN HISTORIC AREAS IN SEVEN FLORIDA CITIES

Note: the information in this document is not a complete review of the Land and Development codes of the cities studied. Any errors in data would be from my personal interpretation of the codes and/or conversations with the Planning and Zoning representatives interviewed. Readers interested in further detail are encouraged to research the municipal codes and interview city staff from the following cities or other historic Florida cities.

-Kate Ondrasik

QUESTIONS ASKED

- 1) Because your city is historic and has an especially quaint downtown that attracts tourism, I would be interested to know if by code you have height limitations for new construction and infill projects in your downtown area? If so, is there any CUP or special exemption included in the ordinance?
- 2) If your code allows increased building heights in your downtown district, do you know what led to that decision?
- 3) Also, of interest is the issue of downtown parking. Has your city faced any parking challenges in your downtown historic district? If yes, have you overcome them? If so, how?
- 4) Do you have suggestions of similar historic cities in Florida you suggest I contact?

SUMMARY

Building heights in the historic downtown area for the cities researched were:

1. Dunedin – 36 to 46 feet
2. Fernandina Beach – 45 feet
3. Winter Garden – 60 feet by code, 40 feet in practice
4. Naples – 42 feet
5. Safety Harbor – 35 feet
6. Tarpon Springs – 35 feet, 40 feet for hotels (53 feet for commercial buildings based on a CUP)
7. Winter Park – Park Ave frontage 40 feet with a CUP – 3 story max

1) DUNEDIN

FRANCES LEONG SHARP, AICP, Planner II, Community Development

Work: (727)298-3200

Email: fsharp@dunedinfl.net

Web: www.dunedingov.com

Settled in 1850

Incorporated 1899

Estimated population 36,068 (2020)

The City of Dunedin currently does not have a formal historic district established, but there are specific building and site design standards that do apply to the downtown area with regard to height. The following link is to the Land Development Code section that speaks to building heights within the city's CRA/Downtown Area:

Street types A and B the height limit is 36 feet

Street type C the limit is up to 46 feet.

https://library.municode.com/fl/dunedin/codes/code_of_ordinances?nodeId=SPBL_ADECO_CH103ZO_DIV4SUHERE_103-40.4DOCRSTTY.

The city offers an adjusted parking schedule as well as ways to reduce the parking requirements.

-For sites well served by transit, a 10-percent reduction in the parking requirement can be applied to sites located less than 500 feet from a transit stop with 60-minute peak hour service. Applicants requesting this reduction shall provide a map identifying the site and PSTA schedules for all transit stops within 500 feet of the site.

-The Planning & Development Director may authorize up to a two-space reduction in the number of required off-street parking spaces for developments that provide a decorative bike rack capable of holding ten bicycles.

-Up to 50% of the off-street parking requirement for nonresidential uses may be satisfied by payment of a fee in to the City's parking bank. The parking bank fee will be established by the City Commission and shown in *Appendix C - Fees* of this code. Such payment must be made before issuance of a building permit. Fee revenue must be used to enhance the supply of public parking in the vicinity of the use.

In the "DC" (Downtown Core) zoning district, the following adjustments are made to 105-24.4 Off-Street Parking Schedules.

Use Category	Minimum Standard A	Maximum Standard B
Shop or store building (Downtown Core)	1 per 400 sf gfa	1 per 200 sf gfa
Restaurant (Downtown Core)	1 per 400 sf gfa	1 per 75 sf gfa
Office (Downtown Core)	1 per 400 sf gfa	1 per 200 sf gfa
Bars, taverns, and nightclubs	1 per 200 sf gfa	1 per 75 gfa

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2) FERNANDINA BEACH

Planning Director- Kelly Gibson; 904-310-3481

Founded in c. 1811

Estimated population 13,052 (2020)

Building height in historic district – 45 feet

Building height in the Fernandina historic district is limited by code to 45 feet. That height limit has been in place since the current planning and zoning director assumed the position 13 years ago. The height maximum of 45 feet is highly

tempered by the height, mass and scale of the immediately surrounding buildings and their historic board's guidelines. New projects must follow a similar pattern.

The tallest building is the three story Hampton Inn.

The Fernandina building height ordinance does not include CUPs or special exemptions.

The City of Fernandina has conducted parking studies and determined that there is no parking issue. However, the Planning and Zoning director indicated that the perception of a parking shortage exists.

3) WINTER GARDEN

Kelly Carson – Planning and Zoning Staff

Established 1857

Incorporated 1908

Estimated population 46,964(2020)

Building heights in the historic district 60 feet

The building height restriction listed in the municipal code is 60 feet for the downtown historic district. According to the Planning and Zoning staff member interviewed, three story buildings at 40' are commonly approved. The architectural review board has strict requirements. A fourth story, if approved, generally needs to be stepped back 5 -10 feet. The Garden Building located at W. Plant St. is the tallest building with four stories. The Garden Building's fourth floor is a green house.

Commercial building form. Refer to the design standards and guidelines manual for the "encouraged" and "strongly discouraged" standards.

New and restored buildings shall be designed with architectural features and patterns that provide visual interest from the perspective of the pedestrian, bicyclist, as well as vehicular traffic. New buildings shall be designed in the mercantile/masonry vernacular or such other authentic architectural styles from the late 19th century and early 20th century as may be identified and incorporated into the design standards and guidelines manual.

Building heights.

The height of buildings in the commercial historic district shall not exceed 60 feet, including roof, parapet or cornice. Buildings at the corner of two streets may have embellishments at the corner that are proportionately higher, not to exceed five additional feet for a total of 65 feet. Buildings in the commercial historic district shall not exceed four stories. To minimize a "canyon" effect, the fourth story of buildings in the commercial historic district shall be set back between five to ten feet from any street side façade of the building.

Buildings in the residential-neighborhood commercial district may not exceed three stories or 40 feet in height.

4) NAPLES

Settled 1886

Incorporated 1923

Estimated population 19,115 (2020)

Building heights 42 feet

Sec. 58-910. - Maximum building height.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Throughout the downtown district, the maximum height for any building, including residential, shall be limited to three stories and 42 feet, measured from the 1st-floor FEMA elevation to the peak of the roof or the highest point of any appurtenance attached to the roof, except where commercial property is adjacent to, or across the street or alley from, property zoned residential, buildings at the street line cannot be higher than the height permitted in the residential zone.

Parking

The code does have a grandfather clause for exempt parking; but for new construction the code does provide alternatives to providing the required number of parking spaces.

For properties of 100,000 square feet or less, available on-street parking may be allocated to meet the required minimum parking. Refer to section 58-916.

Payment may be made into a payment in-lieu-of parking fund. Refer to section 58-920.

Payment in-lieu-of parking trust fund established. The city payment in-lieu-of parking trust fund account is hereby established, into which shall be deposited all payments made by developers pursuant to this section. The city shall use monies deposited into said account for the exclusive purpose of paying the cost of construction or reconstruction of parking spaces in the district.

5) SAFETY HARBOR

Marcie Stenmark, AICP, Community Development Director, 727-724-1555 x1702
mstenmark@cityofsafetyharbor.com

Settled 1823

Incorporated 1917

Estimated population 17,072 (2020)

Building heights in the historic district 25 to 35 feet – 3 stories.

The height code was formerly 45 feet and due to community input the maximum height was lowered to 35 feet.

There is one parcel in the historic district that was approved for 65 feet.

There are no CUPs or Special Exemptions for building height in the downtown district, developers must apply for a variance or a waiver.

There is no exempt parking zone in Safety Harbor. There are multiple ways to meet the parking requirement one of which is an in-lieu fee.

99.01 Fee in-lieu of required on-site parking.

The amount of any on-site parking required by Sections 147.00 through 147.05 of this **Code** for development in the **Community** Redevelopment District may be reduced by the payment of the fee provided below to the City.

The fee to be paid by the applicant for a development order shall equal the market value of the land (300 square feet per parking space) which would have been required for parking under Sections 147.00 through 147.05 of this **Code** plus the construction value of the parking which would have been required. The market

value of the property shall be determined by an MIA appraisal, reflecting the market value of the property at the time of development order approval. The construction value shall be determined by a certified cost estimate submitted by the Engineer of Record. The appraisal and construction cost estimate, obtained at the cost of the applicant, shall be submitted to the Planning and Zoning Director for review to determine if the appraisal and construction cost estimate comply with the requirements of this Section.

Any money collected by the City under this Section may be used only for the purchase of land for, or the construction, maintenance, or operation of on- or off-street municipal parking facilities, and any other costs associated with the provision of municipal parking in the **Community** Redevelopment District.

6) TARPON SPRINGS

Patricia L. McNeese, AICP, Principal Planner, 727-938-3711, ext. 2255

pmcneese@ctsfl.us

Settled 1876

Incorporated 1887

Estimated population 25,117 (2020)

Building heights in the historic downtown district and in the historic sponge docks are two stories at 35', hotels can be up to 40' – first & second floor ceilings at 14' and third floor at 12'. Currently, there are no hotels in either historic district – only old homes converted to B&Bs. With a CUP, commercial buildings can be up to 53' plus the roof. However, in the historic district there is only one building approaching that height – the Pappas Building at the entrance to the sponge docks built in 1975.

Tarpon Springs uses Form-Based codes and has ceiling height restrictions per floor.

7) WINTER PARK

Founded 1881

Incorporated 1887

Population 29,795 (2020)

C2- includes Park Ave

-2 story buildings can be 30'

-3 story buildings can be 40' if approved with a CUP

-Variances for more than 3 stories in the Central Business district are prohibited

“The regulations outlined in this district encourage the continuation of the present aesthetically pleasing central business district, provide areas for the concentration of compatible land uses, and provide for appropriate commercial, restaurant and residential uses which will strengthen the city's economic base.”

(Building heights shall not exceed the height limits imposed by the maximum height map. For those properties within the geographic areas shown with a two-story maximum, the maximum building height shall be 30 feet; for those properties shown with a three-story maximum height, the maximum building height may be up to 40 feet if approved via conditional use. Variances for more than three stories in the central business district are prohibited. Buildings with frontage on Park Ave. may only be up to 40'.)

TAB 5

Sec. 26.415.070. - Development involving designated historic property or property within a historic district.

No building, structure or landscape shall be erected, constructed, enlarged, altered, repaired, relocated or improved involving a designated historic property or a property located within a Historic District until plans or sufficient information have been submitted to the Community Development Director and approved in accordance with the procedures established for their review. An application for a building permit cannot be submitted without a development order.

(a) *Exempt development.*

- (1) Selected activities are exempted from the development review procedures including paint color selection, exterior repainting or replastering similar to the existing finish or routine maintenance such as caulking, replacement of fasteners, repair of window glazing or other such minimally intrusive work.
- (2) Interior remodeling is exempt except that demolition which results in the removal of more than fifty percent (50%) of the floor area within the interior of a historic resource is prohibited. The intent of this provision is to disincentivize the underutilization of the historic resource in order to make a larger addition to it.

If there is any question if a work activity qualifies as exempt, the Community Development Director shall make the determination as to its eligibility.

(b) *Certificate of no negative effect.*

- (1) An application for a certificate of no negative effect may be made to the Community Development Director for approval of work that has no adverse effect on the physical appearance or character-defining features of a designated property. An application for a certificate of no effect may be approved by the Community Development Director with no further review if it meets the requirements set forth in the following Subsection 26.415.070(b)(2):
- (2) The Community Development Director shall issue a development order based upon a certificate of no negative effect within fourteen (14) days after receipt of a complete application if:
 - a. It is determined that the activity is an eligible work item and meets the City Historic Preservation Design Guidelines; and
 - b. Any modifications to the proposed work requested by the Community Development Director are agreed to by the owner/applicant; and
 - c. The proposed work will not diminish, eliminate or adversely affect the significant historic and/or architectural character of the subject property or Historic District in which it is located.
- (3) An application for a certificate of no negative effect shall include the following:
 - a. The general application information required in Section 26.304.030.
 - b. Elevations or drawings of the proposed work.
 - c. Photographs, building material samples and other exhibits, as needed, to accurately depict location, extent and design of proposed work.
 - d. Verification that the proposal complies with Chapter 26.410, Residential design standards.
- (4) The following work shall be considered for a Certificate of No Negative Effect:
 - a. Replacement or repair of architectural features which creates no change to the exterior physical appearance of the building or structure.
 - b. Replacement or repair of architectural features that restores the building or structure to its historic appearance.
 - c. Installation of awnings or similar attachments provided no significant feature is damaged, removed or obscured by the installation.
 - d. Fencing that has no adverse effect on the historic or architectural character of the property.

- e. Mechanical equipment or accessory features that have no impact on the character-defining features of the building.
 - f. Signs which have no effect on the character-defining features of the historic property.
 - g. Alterations to noncontributing buildings within historic districts that have no adverse effect on its historic or architectural character.
 - h. Alterations to no more than two (2) elements of nonprimary façades of a designated building.
 - i. Installation of site improvements, such as walkways, patios, pools or hot tubs, or similar significant features.
- (5) The development order and associated certificate of no negative effect shall expire and become null and void after three (3) years from the date of issuance by the Community Development Director unless a building permit is issued within that time.
- (6) In the event that the Community Development Director determines that the issuance of a certificate of no negative effect is not appropriate, the owner may apply for a certificate of appropriateness from the HPC.

(c) *Certificate of appropriateness for a minor development.*

- (1) The review and decision on the issuance of a certificate of appropriateness for minor development shall begin with a determination by the Community Development Director that the proposed project constitutes a minor development. Minor development work includes:
- a. Expansion or erection of a structure wherein the increase of the floor area of the structure is two hundred and fifty (250) square feet or less or
 - b. Alterations to a building façade, windows, doors, roof planes or material, exterior wall materials, dormer porch, exterior staircase, balcony or ornamental trim when three (3) or fewer elements are affected and the work does not qualify for a certificate of no negative effect or
 - c. Erection or installation of a combination or multiples of awning, canopies, mechanical equipment, fencing, signs, accessory features and other attachments to designated properties such that the cumulative impact does not allow for the issuance of a certificate of no negative effect;
 - d. Alterations that are made to nonhistoric portions of a designated historic property that do not qualify for a certificate of no negative effect; or
 - e. The erection of street furniture, signs, public art and other visible improvements within designated historic districts of a magnitude or in numbers such that the cumulative impact does not allow for the issuance of a certificate of no negative effect.

The Community Development Director may determine that an application for work on a designated historic property involving multiple categories of minor development may result in the cumulative impact such that it is considered a major development. In such cases, the applicant shall apply for a major development review in accordance with Subsection 26.415.07(d).

- (2) An application for minor development shall include the following:
- a. The general application information required in Section 26.304.030.
 - b. Scaled elevations and/or drawings of the proposed work and its relationship to the designated historic buildings, structures, sites and features within its vicinity.
 - c. An accurate representation of all building materials and finishes to be used in the development.
 - d. Photographs and other exhibits, as needed, to accurately depict location, extent and design of proposed work.
 - e. Verification that the proposal complies with Chapter 26.410, Residential design standards or a written request for a variance from any standard that is not being met.
- (3) The procedures for the review of minor development projects are as follows:
- a. The Community Development Director will review the application materials and if they are determined to be

complete, schedule a public hearing before the HPC. The subject property shall be posted pursuant to Paragraph 26.304.060(e)(3)b.

- b. Staff shall review the submittal material and prepare a report that analyzes the project's conformance with the design guidelines and other applicable Land Use Code sections. This report will be transmitted to the HPC with relevant information on the proposed project and a recommendation to approve, disapprove or approve with conditions and the reasons for the recommendation. The HPC will review the application, the report and the evidence presented at the hearing to determine the project's conformance with the City Historic Preservation Design Guidelines.
- c. The HPC shall approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny. If the application is approved, the HPC shall issue a certificate of appropriateness and the Community Development Director shall issue a development order.
- d. The HPC decision shall be final unless appealed by the applicant or a landowner within three hundred (300) feet of the subject property in accordance with the procedures set forth in Chapter 26.316.

(d) Certificate of appropriateness for major development.

- (1) The review and decision on the issuance of a certificate of appropriateness for major development shall begin with a determination by the Community Development Director that the proposed project constitutes a major development. A major development includes one or more of the following activities:
 - a. The construction of a new structure within a historic district; and/or
 - b. Alterations to more than three (3) elements of a building façade including its windows, doors, roof planes or materials, exterior wall material, dormers, porches, exterior staircase, balcony or ornamental trim; and/or
 - c. The expansion of a building increasing the floor area by more than two hundred and fifty (250) square feet; and/or
 - d. Any new development that has not been determined to be minor development.
- (2) The procedures for the review of major development projects include a two-step process requiring approval by the HPC of a conceptual development plan and then a final development plan. If a major development project involves additional City Land Use approvals, the Community Development Director may consolidate or modify the review process accordingly, pursuant to Subsection 26.304.060(b).
- (3) Conceptual development plan review.
 - a. An application for a conceptual development plan shall include the following:
 - 1. The general application information required in Section 26.304.030.
 - 2. A site plan and survey showing property boundaries, the location and orientation of existing and proposed improvements and predominant site characteristics.
 - 3. Scaled drawings of all proposed structure(s) or addition(s) depicting their form, including their height, massing, scale, proportions and roof plan; and the primary features of all elevations.
 - 4. Preliminary selection of primary building materials to be used in construction represented by samples and/or photographs.
 - 5. Supplemental materials to provide a visual description of the context surrounding the designated historic property or historic district including at least one (1) of the following: diagrams, maps, photographs, models or streetscape elevations.
 - 6. Verification that the proposal complies with Chapter 26.410, Residential design standards or a written request for a variance from any standard that is not being met.
 - b. The procedures for the review of conceptual development plans for major development projects are as follows:

1. The Community Development Director shall review the application materials submitted for conceptual or final approval. If they are determined to be complete, the applicant will be notified in writing of this and a public HPC shall be scheduled. Notice of the hearing shall be provided pursuant to Section 26.304.060(e)(3) Paragraph.
 2. Staff shall review the submittal material and prepare a report that analyzes the project's conformance with the design guidelines and other applicable Land Use Code sections. This report will be transmitted to the HPC with relevant information on the proposed project and a recommendation to continue, approve, disapprove or approve with conditions and the reasons for the recommendation. The HPC will review the application, the staff analysis report and the evidence presented at the hearing to determine the project's conformance with the City Historic Preservation Design Guidelines.
 3. The HPC may approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny.
 4. A resolution of the HPC action shall be forwarded to the City Council in accordance with Section 26.415.120—Appeals, notice to City Council, and call-up. No applications for Final Development Plan shall be accepted by the City and no associated permits shall be issued until the City Council takes action as described in said section.
- c. The effect of approval of a conceptual development plan is as follows:
1. Approval of a conceptual development plan shall not constitute final approval of a major development project or permission to proceed with the development. Such authorization shall only constitute authorization to proceed with the preparation of an application for a final development plan.
 2. Approval of a conceptual development plan shall be binding upon HPC in regards to the location and form of the envelope of the structure(s) and/or addition(s) as depicted in the conceptual plan application including its height, scale, massing and proportions. No changes will be made to this aspect of the proposed development by the HPC as part of their review of the final development plan unless agreed to by the applicant. If the applicant chooses to make substantial amendments to the conceptual design after it has been approved, a new conceptual development approval hearing shall be required, pursuant to Section 26.415.070.(d)(3).
 3. Unless otherwise specified in the resolution granting conceptual development plan approval, a development application for a final development plan shall be submitted within one (1) year of the date of approval of a conceptual development plan. Failure to file such an application within this time period shall render null and void the approval of the conceptual development plan. The Community Development Director may grant an extension of this limitation if the delay has been caused by the application requiring additional reviews or similar delays that could not have been reasonably predicted by the applicant. The Historic Preservation Commission may, at its sole discretion and for good cause shown, grant a one-time extension of the expiration date for a conceptual development plan approval for up to six (6) months provided a written request for extension is received no less than thirty (30) days prior to the expiration date.
- (4) *Final development plan review.*
- a. An application for a final development plan shall include:
 1. The general application information required in Section 26.304.030.
 2. Final drawings of all proposed structures(s) and/or addition(s) included as part of the development at 1/4" = 1.0' scale.
 3. An accurate representation of all major building materials to be used in the development, depicted through samples or photographs.
 4. A statement, including narrative text or graphics, indicating how the final development plan conforms to representations made or stipulations placed as a condition of the approval of the conceptual

development plan.

b. The procedures for the review of final development plans for major development projects are as follows:

1. The Community Development Director shall review the application materials submitted for final development plan approval. If they are determined to be complete, the applicant will be notified in writing of this and a public hearing before the HPC shall be scheduled. Notice of the hearing shall be provided pursuant to Paragraphs 26.304.060(e)(3)a, b and c.
2. Staff shall review the submittal material and prepare a report that analyzes the project's conformance with the design guidelines and other applicable Land Use Code sections. This report will be transmitted to the HPC with relevant information on the proposed project and a recommendation to continue, approve, disapprove or approve with conditions and the reasons for the recommendation. The HPC will review the application, the staff analysis report and the evidence presented at the hearing to determine the project's conformance with the City Historic Preservation Design Guidelines.
3. The HPC may approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny. If the application is approved, the HPC shall issue a certificate of appropriateness and the Community Development Director shall issue a development order.
4. Before an application for a building permit can be submitted, a final set of plans reflecting any or all required changes by the HPC or City Council must be on file with the City. Any conditions of approval or outstanding issues which must be addressed in the field or at a later time shall be noted on the plans.

(e) *Amendments, insubstantial and substantial.* There are two (2) processes for amending plans approved pursuant to a development order and an associated certificate of appropriateness. All requests for amendments, insubstantial or substantial, must be in writing and accompanied by drawing(s) and elevations as specified below.

(1) *Insubstantial amendments.*

a. Insubstantial amendments are minor modifications to HPC approved plans that:

1. Address circumstances discovered in the course of construction that could not have been reasonably anticipated during the approval process or
2. Are necessary for conformance with building safety or accessibility codes and do not materially change the approved plans or
3. Approve specific building materials, finishes, design of ornamental trim and other such detail not provided in the HPC approved plans or
4. Change the shape, location or material of a building element or feature but maintains the same quality and approximate appearance of that found in the approved plans.

b. The Community Development Director may authorize insubstantial amendments to approved plans.

c. Monitoring committees established by the HPC, composed of up to two (2) members of the Commission and the Historic Preservation Officer or assign, may also authorize insubstantial amendments.

d. Decisions of the Community Development Director or monitoring committee are binding. The Community Development Director or monitoring committee may determine that the proposed changes qualify as a substantial amendment and remand the matter to the HPC.

e. Disapproval of a request for an insubstantial amendment may be appealed to the HPC to be considered in accordance with the procedures for substantial amendments.

f. Approval of insubstantial amendments of plans will be reported to the HPC at their regularly scheduled meetings.

(2) *Substantial amendments.*

a. All changes to approved plans that materially modify the location, size, shape, materials, design, detailing or

appearance of the building elements as originally depicted must be approved by the HPC as a substantial amendment.

- b. An application for a substantial amendment shall include the following materials, as determined appropriate by the Community Development Director:
 1. A revised site plan.
 2. Revised scaled elevations and drawings.
 3. Representations of building materials and finishes.
 4. Photographs and other exhibits to illustrate the proposed changes.
- c. The Community Development Director shall review the application materials submitted for approval of a substantial amendment and waive any submittals not considered necessary for consideration. If they are determined to be complete, the applicant will be notified in writing of this and a public hearing before the HPC shall be scheduled.
- d. Notice for the review of an application for a substantial amendment will include publication, posting and mailing pursuant to Section 26.304.060(e)(3) Paragraphs a, b and c.
- e. Staff shall review the submittal material and prepare a report that analyzes the extent of the changes relative to the approved plans and how the proposed revisions affect the project's conformance with the design guidelines and other applicable Land Use Codes. This report will be transmitted to the HPC with relevant information on the proposed revisions and a recommendation to continue, approve, disapprove or approve with conditions and the reasons for the recommendation.
- f. The HPC will review the application, the staff analysis report and the evidence presented at the hearing to determine the project's conformance with the City Historic Preservation Design Guidelines. The HPC may approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny.

(Ord. No. 1-2002, § 7 [part]; Ord. 43, 2004, § 3 ; Ord. No. 28-2010, § 1 ; Ord. No. 3-2012, § 22 & 23 ; Ord. No. 33-2012, § 4 ; Ord. No. 6-2019, § 2, 3-11-2019)

Sec. 26.710.150. - Commercial (C-1).

- (a) *Purpose.* The Commercial (C-1) zone district provides for a diversity of commercial uses in mixed-use buildings outside of the historic context of the Commercial Core (CC) zone district. The C-1 zone advances Aspen Area Community Plan policies geared toward a strong and sustainable local and visitor economy, a diversity of commercial opportunities and the maintenance of Aspen as a recreation and cultural destination. The C-1 zone creates economic vitality by providing a mix of commercial uses with greater flexibility in architecture and design, enhancing Aspen's community character. The C-1 creates a transition from the more intense activity of the CC zone district to the surrounding mixed-use, residential and lodge related uses.
- (b) *Permitted uses.* The following uses are permitted by right in the Commercial (C-1) Zone District:
- (1) *Uses allowed on all floors:* General retail, specialty retail, restaurant, bar and entertainment uses, service uses, lodging uses, office uses, arts, cultural, civic and community uses, public uses, recreational uses, academic uses, bed and breakfast, accessory uses and structures, and uses and building elements necessary and incidental to uses on other floors, including parking accessory to a permitted use, storage accessory to a permitted use. Parking shall not be allowed as the sole use of the ground floor. Automobile drive-through service is prohibited.
 - (2) *Uses allowed on upper floors:* Affordable multi-family housing.
 - (3) *Free-Market Residential Units:* No new Free-Market Residential Units may be established. Free-Market Residential units are permitted on any level if they were legally established (having received a Certificate of Occupancy, Development Order, or applied for a Development Order) prior to Ordinance 25 (Series of 2012).
 - (4) *Affordable Housing Units:* Affordable housing is permitted by right where accessory to a commercial use on the property or required for on-site affordable housing mitigation requirements. Affordable housing created pursuant to this Subsection is not eligible to be used for the creation of Certificates of Affordable Housing Credit, pursuant to Chapter 26.540, unless for a fraction of a unit.
 - (5) *Home Occupations and Vacation Rentals:* Home Occupations and Vacation Rentals are permitted on any building level only in legally established residential units.
- (c) *Conditional uses.* The following uses are permitted as conditional uses in the Commercial (C-1) Zone District, subject to the standards and procedures established in Chapter 26.425:
- (1) Affordable multi-family housing or home occupations on the ground floor.
 - (2) Commercial parking facility, pursuant to Section 26.515.
 - (3) Automobile showroom and dealership.
 - (4) Formula uses, which shall also be subject to the provisions contained in Section 26.425.045.
 - (5) Lodge, Boutique.
- (d) *Dimensional requirements.* The following dimensional requirements shall apply to all permitted and conditional uses in the Commercial (C-1) Zone District. The dimensional standards and allotments provided in this Section for commercial and mixed-use developments are the maximum allowable for the

zone and may not be achieved for all developments. Site constraints, historic resources, on-site mitigation and replacement requirements, and other factors may prevent development from achieving some or all of the maximum allowable dimensional standards.

(1) *Minimum Gross Lot Area (square feet):*

- a. *Bed and breakfast:* Three thousand (3,000).
- b. *All other uses:* No requirement.

(2) *Minimum Net Lot Area per dwelling unit (square feet):*

- a. *Bed and breakfast:* Same as R-6 Zone District.
- b. *All other uses:* No requirement.

(3) *Minimum lot width (feet):*

- a. *Bed and breakfast:* Same as R-6 Zone District.
- b. *All other uses:* No requirement.

(4) *Minimum front yard setback (feet):*

- a. *Bed and breakfast:* Same as R-6 Zone District.
- b. *All other uses:* No requirement.

(5) *Minimum side yard setback (feet):*

- a. *Bed and breakfast:* Same as R-6 Zone District.
- b. *All other uses:* No requirement.

(6) *Minimum rear yard setback (feet):*

- a. *Bed and breakfast:* Same as R-6 Zone District.
- b. *All other uses:* No requirement.

(7) *Minimum utility/trash/recycle area:* Pursuant to Chapter 12.06

(8) *Maximum height:*

- a. *Bed and breakfast:* Same as R-6 Zone District. **25' IN R6**
- b. *All other uses:* Twenty-Eight (28) feet

(9) *Minimum distance between buildings on the lot (feet):*

- a. *Bed and breakfast:* Same as R-6 Zone District.
- b. *All other uses:* No requirement.

(10) *Pedestrian amenity space:* Pursuant to Section 26.412.

(11) *Floor area ratio (FAR):* The following FAR schedule applies to uses cumulatively up to a total maximum FAR of 2:1.

- a. *Commercial uses:* 2:1.
- b. *Arts, cultural, civic and community uses, public uses, recreational uses, academic uses, and similar uses:* 1.75:1.
- c. *Affordable multi-family housing:* Greater of existing FAR or 1:1
- d. *Lodging:* .5:1, which may be increased to 1.5:1 if the individual lodge units on the parcel average five hundred (500) net livable square feet or less, which may be comprised of lock-off units.

- e. *Bed and breakfast (as the sole use of parcel and not cumulative with other uses)*: Eighty percent (80%) of allowable floor area of a same-sized lot located in the R-6 Zone District. (See R-6 Zone District.) Extinguishment of historic TDRs shall not permit additional FAR for single-family or duplex development.
 - f. *Free-Market multi-family housing*: Limited to the existing free-market multi-family FAR. No expansion to FAR shall be permitted except at-grade patios, and decks (other than roof-top decks), balconies, exterior stairways, trellis, and other similar features up to fifteen percent (15%) of the total free-market residential floor area. Any subsequent reduction in floor area occupied by such residential use shall be deemed a new limitation and the use shall not thereafter be enlarged to occupy a greater floor area. Free-market residential units shall not be able to utilize any exemptions to floor area outlined in Section 26.575.020(d), Measuring Floor Area, except as noted above.
- (12) *Maximum lodge unit size (square feet)*: One thousand five hundred (1,500). When units are comprised of lock-off units, this maximum shall apply to the largest possible combination of units.
- (13) *Net Livable Area (square feet)*:
- a. *Category 1-7 Affordable multi-family housing*: No limitation.
 - b. *Resident Occupied Affordable multi-family housing*: Individual units shall be limited to two thousand (2,000) square feet of net livable area.
 - c. *Free-Market Residential*: Overall net livable area for a building or project is limited to the existing net livable square footage. No expansion to overall net livable area shall be permitted. Any subsequent reduction in net livable area occupied by such residential use shall be deemed a new limitation and the use shall not thereafter be enlarged to occupy a greater net livable area. Individual units shall be limited to two thousand (2,000) square feet of net livable area. Combination of Free-Market residential units is permitted, but subject to the net livable size limitations herein, as well as other provisions of this Title.
 - d. *Expansions Allowed*: Notwithstanding the above, individual multi-family unit sizes may be increased by extinguishing Historic Transferable Development Right Certificates ("certificate" or "certificates"), subject to the following:
 - 1. The transfer ratio is five hundred (500) square feet of net livable area for each certificate that is extinguished.
 - 2. The additional square footage accrued may be applied to multiple units. However, the maximum individual unit size attainable by transferring development rights is two thousand five hundred (2,500) square feet of net livable area (i.e., no more than five hundred (500) additional square feet may be applied per unit).
 - 3. This incentive applies only to individual unit size. Transferring development rights does not allow an increase in the Floor Area Ratio (FAR) of the lot or the use.
- (14) *Commercial/residential ratio*: When development includes mixed-uses, the total residential net livable area shall be no greater than sixty-five percent (65%) of the total commercial net leasable and lodge net livable area on the same parcel.

(e) *Compliance with City of Aspen Charter.* Any property located east of Castle Creek that was in the Commercial zone district on January 1, 2015, is subject to the provisions of Article XIII Section 13.14, *Voter authorization certain land use approvals*, of the City of Aspen Charter.

(Ord. No. 56-2000, §§ 7 [part], 12, 15; Ord. No. 25-2001, § 5 [part]; Ord. No. 1-2002, § 20; Ord. No. 28b-2004, § 1; Ord. No. 12-2006, § 11; Ord. No. 11, 2007, § 2; Ord. No. 27-2010, § 4; Ord. No. 34-2011, § 14; Ord. No. 12-2012, § 2; Ord. No. 25-2012, § 2; Ord. No. 20-2015, § 3; Ord. No. 25-2015, 2; Ord. No. 29, 2016, § 2; Ord. No. 6, 2017, § 3; Ord. No. 23-2017)

Sec. 26.710.190. - Lodge (L).

- (a) *Purpose.* The purpose of the Lodge (L) Zone District is to encourage construction, renovation and operation of lodges, tourist-oriented multi-family buildings through short term vacation rentals, high occupancy timeshare facilities and ancillary uses compatible with lodging to support and enhance the City's resort economy. The City encourages high-occupancy lodging development in this zone district. Therefore, certain dimensional incentives are provided in this zone district, as well as other development incentives in Chapter 26.470, Growth Management Quota System (GMQS).
- (b) *Permitted uses.* The following uses are permitted as of right in the Lodge (L) Zone District:
- (1) Hotel or lodge.
 - (2) Timeshare lodge.
 - (3) Exempt timesharing.
 - (4) Offices and activities accessory to timeshare unit sales (see Section 26.590).
 - (5) Bed and breakfast.
 - (6) Conference facilities.
 - (7) Uses associated with outdoor recreation facilities and events.
 - (8) Accessory uses and structures. (Food service for on-site lodge guests is an accessory use.)
 - (9) Storage accessory to a permitted use.
 - (10) Affordable multi-family housing accessory to a lodging or timeshare operation and for employees of the operation.
 - (11) Free-market multi-family housing.
 - (12) Home occupations.
 - (13) Vacation rentals. Pursuant to Section 26.575.220
- (c) *Conditional uses.* The following uses are permitted as conditional uses in the Lodge (L) Zone District, subject to the standards and procedures established in Chapter 26.425:
- (1) Retail and restaurant uses.
 - (2) Neighborhood commercial uses.
 - (3) Service uses.
 - (4) Arts, cultural and civic uses.
 - (5) Public uses.
 - (6) Academic uses.
 - (7) Child care center.
 - (8) Commercial parking facility, pursuant to Chapter 26.515.
 - (9) Affordable multi-family housing not accessory to a lodging or timeshare operation.
 - (10) Formula uses, which shall also be subject to the provisions contained in Section 26.425.045.
 - (11) Lodge, Boutique.
- (d) *Dimensional requirements.* The following dimensional requirements shall apply to all permitted and conditional uses in the Lodge (L) Zone District:

- (1) *Minimum Gross Lot Area (square feet):* Three thousand (3,000).
- (2) *Minimum Net Lot Area per dwelling unit (square feet):*
 - a. *Free-market multi-family residential:* Three thousand (3,000).
 - b. *Affordable multi-family residential:* No requirement.
 - c. *Lodge, timeshare lodge and exempt timesharing:* No requirement.
- (3) *Minimum lot width (feet):* Thirty (30).
- (4) *Minimum front yard setback (feet):* Five (5).
- (5) *Minimum side yard setback (feet):* Five (5).
- (6) *Minimum rear yard setback (feet):* Five (5).
- (7) *Minimum utility/trash/recycle area:* pursuant to Section 26.575.060.
- (8) *Maximum height:*
 - a. *Bed and breakfast (as a single use):* Twenty-five (25) feet.
 - b. *Multi-family (as a single use):* Twenty-eight (28) feet.
 - c. *Lodge, timeshare lodge, exempt timesharing and mixed-use projects, with less than one lodge unit per five hundred (500) square feet of Gross Lot Area:* Twenty-eight (28) feet.
 - d. *Lodge, timeshare lodge, exempt timesharing and mixed-use projects, with one (1) or more lodge units per five hundred (500) square feet of Gross Lot Area:* Thirty-six (36) feet, which may be increased to forty (40) feet through Commercial Design Review. See Chapter 26.412. Also see Subsection 26.710.190(e).
 - e. *Lodge, timeshare lodge, exempt timesharing and mixed-use projects, with one or more lodge units per five hundred (500) square feet of Gross Lot Area and an average lodge unit size of four hundred fifty (450) square feet or less:* Thirty-eight (38) feet, which may be increased to forty (40) feet through commercial design review. See Chapter 26.412. Also see Subsection (e) below.
- (9) *Minimum distance between buildings on the lot (feet):* Ten (10).
- (10) *Pedestrian amenity space:* Pursuant to Section 26.575.030.
- (11) *Floor area ratio (FAR):*
 - a. The following FAR schedule applies to commercial, lodge, timeshare lodge, exempt timesharing and mixed-use projects with one (1) or more lodge units per five hundred (500) square feet of Gross Lot Area. This FAR schedule is cumulative, up to a total maximum FAR of 2.75:1 for parcels of twenty-seven thousand (27,000) square feet or less in size and 2.5:1 for parcels greater than twenty-seven thousand (27,000) square feet. Also see Subsection 26.710.190(e). Unless otherwise stated below, a development's non-unit space shall not count towards the FAR cap of an individual use category; however, the maximum FAR cap for the parcel shall not be exceeded. Achieving the maximum floor area ratio is subject to compliance with applicable design standards, view plane requirements, pedestrian amenity requirements and other dimensional standards. Accordingly, the maximum FAR is not an entitlement and is not achievable in all situations.
 1. *General retail and specialty retail uses; restaurant, bar and entertainment uses; service uses; arts, assembly, cultural, civic and community uses; public uses; academic uses; child care*

- centers: 0.25:1, which may be increased to 0.5:1 by special review, pursuant to Section 26.430.*
2. *Lodge units, timeshare lodge units, exempt timesharing units: 2:1.*
 3. *Commercial parking facility: 1:1.*
 4. *Affordable multi-family housing: 0.25:1, which may be increased by special review, pursuant to Chapter 26.430.*
 5. *Free-market multi-family housing: The allowable floor area shall be based on a percentage of the total net livable area of lodging units and affordable housing units on the parcel and according to average lodge unit size on the parcel, as defined in Table 26.710.109.1, below:*

Table 26.710.109.1
Allowable Free-Market Residential FAR

<i>Average net livable area of individual lodge units on the parcel</i>	<i>Free-market residential FAR as a percentage of total lodge unit and affordable housing net livable area</i>
Greater than <u>600</u> square feet	5%
<u>600</u> square feet	15%
500 square feet	40%
<u>400</u> square feet	50%
<u>300</u> square feet or less	60%

When the average lodge unit size falls between the square footage categories, the allowable free-market multi-family or large lodge/timeshare unit floor area shall be determined by interpreting the above schedule proportionately. For example, a lodge project with an average unit size of four hundred fifty (450) square feet shall be allowed to develop a free-market residential floor area up to forty-five percent (45%) of the total lodge unit net livable area.

This percentage of free-market residential FAR may not be otherwise established for a project through a planned development review.

All non-unit space attributable to free-market residential or large lodge/timeshare units shall count towards the individual FAR allowance for free-market residential or large lodge/timeshare units.

- b. The following FAR schedule applies to commercial, lodge, timeshare lodge, exempt timesharing and mixed-use projects, with less than one (1) lodge unit per five hundred (500) square feet of

Gross Lot Area. This FAR schedule is cumulative, up to a total maximum FAR of 1.5:1 for parcels of twenty-seven thousand (27,000) square feet or less in size and 1:1 for parcels greater than twenty-seven thousand (27,000) square feet. Unless otherwise stated below, a development's non-unit space shall not count towards the FAR cap of an individual use category; however, the maximum FAR cap for the parcel shall not be exceeded.

1. *Commercial uses; arts, cultural and civic uses; public uses; academic uses; child care center:* .25:1, which may be increased to .5:1 by special review, pursuant to Section 26.430.
 2. *Lodge units, Timeshare Lodge units, Exempt Timesharing units:* 1:1.
 3. *Commercial Parking Facility:* 1:1.
 4. *Affordable multi-family housing:* .25:1, which may be increased by special review, pursuant to Section 26.430.040(a).
 5. *Free-market multi-family housing:* .25:1. All non-unit floor area attributable to free-market multi-family housing shall count towards the individual FAR allowance for free-market multi-family housing.
- c. The following FAR schedule applies to multi-family (as a single use) projects established prior to the adoption of Ordinance No. 9, Series of 2005, cumulatively, up to a total maximum FAR of 1:1. Receipt of a development order shall constitute the date the use was established.
1. *Affordable Multi-Family Housing:* 1:1.
 2. *Free-Market Multi-Family Housing:* 1:1.
- d. The following FAR schedule applies to multi-family (as a single use) projects established after the adoption of Ordinance 9, Series of 2005, cumulatively, up to a total maximum FAR of .75:1. Receipt of a development order shall constitute the date the use was established.
1. *Affordable Multi-Family Housing:* .5:1.
 2. *Free-Market Multi-Family Housing:* .5:1.
- e. The following FAR schedule applies to bed and breakfast as a single use of the parcel: One hundred percent (100%) of the allowable floor area of a single-family residence on an equivalent-sized lot located in the R-6 Zone District. (See R-6 Zone District.)
- (12) *Maximum Multi-Family Residential Dwelling Unit Size (square feet):* One thousand five hundred (1,500) square feet of net livable area.
- a. The property owner may increase individual multi-family unit size by extinguishing historic transferable development right certificates ("certificate" or "certificates"), subject to the following:
 1. The transfer ratio is five hundred (500) square feet of net livable area for each certificate that is extinguished.
 2. The additional square footage accrued may be applied to multiple units. However, the maximum individual unit size attainable by transferring development rights is two thousand (2,000) square feet of net livable area (i.e., no more than five hundred (500) additional square feet may be applied per unit).
 3. This incentive applies only to individual unit size. Transferring development rights does not allow an increase in the FAR of the lot.

Commentary: Refer to Chapter 26.535 for the procedures for extinguishing certificates

(e) *Special review for density standard.* The Planning and Zoning Commission may approve an adjustment of the "density standard," and the project shall remain qualified for the height, floor area, and growth management incentives associated with this standard. The review shall be pursuant to the review procedures for special review, Chapter 26.430, and the following criteria:

- (1) The density standard may be amended by a maximum of ten percent (10%) to one (1) lodge unit per five hundred fifty (550) square feet of Gross Lot Area. An adjustment in excess of this increase may be approved through adoption of a PD plan, but the project shall no longer be qualified for the associated incentives.
- (2) The project includes a generous amount of non-unit space, amenities and services for guests of the lodging operation. This can include both internal and external amenities.
- (3) The project provides a range of unit sizes and configurations to be attractive to a broad segment of potential guests. Flexible units are encouraged.

(f) *Compliance with City of Aspen Charter.* Any property located east of the Castle Creek River that was in the Lodge (L) zone district on January 1, 2015, is subject to the provisions of Article XIII Section 13.14, Voter authorization of certain land use approvals, of the City of Aspen Charter.

(Ord. No. 41-2000, §§ 1, 2; Ord. 56-2000, §§ 7 [part], 13; Ord. No. 25-2001, § 5 [part]; Ord. No. 21-2002, §§ 5, 6 [part]; Ord. No. 9-2005, § 3; Ord. No. 50a-2005, §§ 7, 8; Ord. No. 25, 2006, § 2; Ord. No. 10, 2007, § 1; Ord. No. 27-2010, § 4; Ord. No. 34-2011, § 17; Ord. No. 20-2015, § 7; Ord. No. 6, 2017, § 8; Ord. No. 23-2017)

CHARTER

Footnotes:

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Editor's note— Printed herein is Charter of the City of Key West, Florida, as adopted by Ordinance Number 84-7 on February 2, 1984, and by referendum on March 13, 1984. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

State Law reference— Municipal home rule powers, F.S. ch. 166.

ARTICLE I. - GENERAL

1.01 - City created.

The City of Key West is hereby created which shall be the successor to the City of Key West organized and existing under the provisions of Chapter 23374, Laws of Florida (1945), as amended. The city shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

1.02 - Police powers and jurisdiction.

The City of Key West is hereby authorized to exercise its police powers and jurisdiction extending six hundred (600) feet into the tidal waters adjacent to its corporate limits as herein established; provided, however, that the exercise of such police powers and jurisdiction beyond the corporate limits of the city shall extend only to the abatement of nuisances, the enforcement of sanitary laws and regulations, the regulation of zoning, and the suppression of crime.

1.03 - Authority of city commission in development of free port.

The city commission is hereby authorized for the purpose of developing, restoring and extending the shipping and transportation facilities of the city, to construct, purchase, lease or otherwise acquire and to equip, own and maintain yards, terminals, warehouses docking facilities and all buildings and appurtenances deemed necessary and appropriate in connection therewith for the receipt, housing, storage, transfer, transshipment, transportation and delivery of freight, cargoes, mail and express from, into and within the free port zone lying within or outside of the city and not distant more than ten (10) miles from the city limits as now or hereafter constituted; also to extend or connect with the free port zone any lines or transportation facilities that may be necessary to connect with lines of any common carrier; the municipal lines of railways or other transportation facilities provided by the city may be upon lands or easements now owned or hereafter acquired, located in any part of the city or in the area designated for the free port; also to acquire by donation, purchase, condemnation or otherwise all land, easements, rights or property deemed necessary for such time and upon such terms and conditions as may be determined by the city commission by ordinance, duly approved by the qualified electors of the city at a referendum.

1.04 - Equality of rights.

The equality of rights under the laws of the City of Key West shall not be denied or abridged because of sex, sexual orientation, age, disability, race, creed, color, or national origin.

(Ord. No. 98-21, § 2(Exh. A), 8-4-1998)

State Law reference— Discrimination in employment, F.S. §§ 112.042—112.044.

1.05 - Height restriction.

- (a) Building height restrictions in the city's land development regulations and building code in effect as of the adoption of this charter section are subject to change only upon approval of a majority of the qualified electors casting ballots at a general municipal election.
- (b) If the board of adjustment approves a height variance for habitable building space, this approval shall be submitted to the voters for ratification in the next regularly scheduled election. Board of adjustment approval shall not become effective until voter ratification. Board of adjustment height variances for nonhabitable purposes, including, but not limited to, radio towers, antennae and spires, shall be final and not be subject to referendum. Board of adjustment height variances for a build back of involuntarily destroyed structures which are nonconforming in their height shall also be final and not be subject to referendum.
- (c) The maximum allowable height for habitable space on approximately 2.62 acres of City owned property on College Road in the HDR-1 zoning district shall be 40 feet for those projects that are devoted entirely to affordable workforce housing.

(Ord. No. 98-21, § 2(Exh. A), 8-4-1998; Ord. No. 17-16, § 2, 12-6-2017)

1.06 - Historic architectural review commission.

- (a) There shall be an Historic Architectural Review Commission whose duties shall be prescribed by ordinance.
- (b) Appeals of decisions of the Historic Architectural Review Commission shall be made to a special master. The qualifications, method of selection, term of office and procedures governing the special master shall be prescribed by ordinance. This ordinance shall be proposed at a public hearing at least thirty (30) days prior to the voters' consideration of approval of this section.

(Ord. No. 98-21, § 2(Exh. A), 8-4-1998)

1.07 - Citizen review board.

I. Duties and powers of the board.

- (a) The Citizen Review Board (CRB) is an independent board with authority to review and/or investigate complaints involving Key West police officers and forward findings and/or recommendations to City management, the chief of police, State Attorney, other state and federal law enforcement agencies

Sec. 122-28. - Replacement or reconstruction.

- (a) *Applicability.* This section applies both to voluntary reconstruction or replacement of dwelling units and involuntary reconstruction or replacement of dwelling units. Nothing in this section is intended to supersede applicable Federal Emergency Management Agency requirements for elevation in flood zones.
- (b) *Dwelling units (residential).* Residential dwelling units may be replaced at their existing nonconforming density, location and three-dimensional building envelope. Dwelling units involuntarily destroyed do not require variances to be reconstructed or replaced. If a voluntary reconstruction or replacement occurs and if the dwelling units exist or existed in a noncomplying building or structure, the reconstruction or replacement that increases the nonconformity of the building or structure shall require a variance granted by the planning board. In a voluntary reconstruction of a structure on a corner lot, the property owner must apply to the planning board for all necessary setback variances. All noncomplying accessory structures to the principal building or structure (e.g., a shed, pool, fence, etc., but not including a condominium clubhouse) shall also require a variance in order to be enlarged, reconstructed or replaced, either voluntarily or involuntarily. If a proposed reconstruction or replacement would not otherwise require a variance but would add a new building or structure to the site to accommodate allowed density, a variance shall be required for the additional building or structure. A residential building in which one or more units hold a residential transient use business tax receipt shall be deemed residential for the purposes of this section. Variances which would increase density or intensity beyond that maximum allowed on the particular property or lot by the land development regulations shall be prohibited.
- (c) *Dwelling units (transient).* Transient dwelling units may be replaced at their existing nonconforming density so long as the reconstruction or replacement complies with all zoning district regulations, review procedures and performance criteria contained in the land development regulations. No variances shall be granted to accommodate such reconstruction or replacement; provided, however, that a variance may be granted to setbacks only if existing setback regulations would create undue hardship.
- (d) *Properties without dwelling units.* For a proposed reconstruction or replacement of a property without dwelling units, where that property is either a nonconforming use or a noncomplying building or structure, (i) if the property is involuntarily destroyed, reconstruction or replacement does not require a variance; and (ii) if voluntarily destroyed to the extent that reconstruction or replacement would exceed 50 percent of the property's appraised or assessed value, the applicant must apply to the planning board for a variance.
- (e) *Mixed use properties.* If a property contains both a dwelling unit and a commercial use, its reconstruction or replacement shall be governed, separately, under each applicable subsection set forth in this section.
- (f) *Historic district.* Notwithstanding any other subsection contained in this section, if a noncomplying building or structure is a contributing building or structure according to the historic architectural review commission (HARC) and it is involuntarily destroyed, such building or structure may be reconstructed or replaced without a variance so long as it is to be rebuilt in the three-dimensional footprint of the original building and built in the historic vernacular as approved by the historic architectural review commission.
- (g) *Miscellaneous.* With respect to subsections (a) through (f) of this section, the development review committee and the planning board, in evaluating petitions for variance, shall balance the need to protect life and property with the need to preserve the economic base of the community. Under no

District	Minimum Area (sq. ft.)	Minimum Width (sq. ft.)	Minimum Depth (sq. ft.)	Impervious Surface Ratio	Maximum Building Coverage	Minimum Setback Requirements				Maximum Height (feet)	Maximum Floor Area Ratio
						Front (feet)	Street Side (feet)	Side (feet)	Rear (feet)		
<i>Residential</i>											
LDR-C low density residential coastal	1 acre	100	100	50	40	30	15	15 ³	25	30	n/a
MDR-C medium density residential coastal ⁴	½ acre	70 ⁵	100	50	40	30 ⁶ 30	10 20	7 ³ 20	20 25	30	n/a
SF single-family residential ⁴	6,000 ⁷ ½ acre ⁴	50 100	100 100	50 60	35 ⁷ 40	30 ⁶ 30	10 20	5 15	25 25	25 ²⁰ 25	n/a n/a
MDR medium density residential	½ acre 1 acre	70 ⁵ 80	100 100	50 60	35 40	30 ⁶ 30	10 25	7 25	20 25	35	n/a
HDR high density residential	1 acre 1 acre	70 ⁵ 80	100	60	40	30 ⁶ 30	10 25	7 25	20 25	40	n/a
HDR-1 high density residential college road	1 acre	80	100	60	40	20	10	10	10	25*	NA

*Unless otherwise increased by referendum

<i>Commercial</i>											
CL limited commercial	10,000	70	100	60	40	25 ⁸	20	15 ³	25 ⁸	40	0.8
CG general commercial	15,000	150	100	60	40	25 ⁸	20	15 ³	25 ⁸	40 ⁹	0.8
CT tourist commercial	30,000	150	100	60	40	25 ⁸	20	15 ³	25 ⁸	40	0.8
RO residential/office	10,000	70	100	60	40	30	15	15	25	35	0.8
PRD planned redevelopment/development	1 acre	n/a	n/a	60	40	25 ⁸	20	20	40	35	0.8
HMDR historic medium density residential ²¹	4,000	40	90	60	40	10	7.5	5	15	30	1.0
HSMDR historic special medium density residential	5,000	50	100	60	40	10	7.5	5	15	30	1.0 ²²
HHDR historic high density residential ²¹	4,000	40	90	60	50	10	5	5 ¹¹	20	30	1.0
HRCC-1 historic commercial core, Duval GS ²¹	4,000	40	100	70	50	0	0	2.5	10	35 ¹⁹	1.0

District	Minimum Area (sq. ft.)	Minimum Width (sq. ft.)	Minimum Depth (sq. ft.)	Impervious Surface Ratio	Maximum Building Coverage	Minimum Setback Requirements				Maximum Height (feet)	Maximum Floor Area Ratio
						Front (feet)	Street Side (feet)	Side (feet)	Rear (feet)		
HRCC-2 historic commercial core, KW Bight ^{12, 21}	5,000	50	100	60 ¹²	50	10	7.5	5	15 ²	35 ¹²	0.5
HRCC-3 historic commercial core Duval OS ²¹	4,000	40	90	60	50	5	7.5	5	15	35 ¹⁹	1.0
HRCC-4 historic residential commercial core-4	n/a	n/a	n/a	50	30	7.5	7.5	7.5	7.5	35	0.8
HNC-1 historic neighborhood commercial ²¹	4,000	40	100	60	50	5	7.5	5	15	35	1.0 ¹⁴
HNC-2 historic neighborhood commercial ²¹	4,000	40	90	60	40	10	7.5	5	15	30	1.0 ¹⁴
HNC-3 historic neighborhood commercial ²¹	4,000	40	90	60	40	0	7.5	5	15	30	1.0 ¹⁴
HCT historic commercial tourist ^{17, 21}	10,000	75	100	70	50	5	5	5	10	35	1.0
HRO historic residential office ²¹	5,000	50	100	60	50	5	5	5	10	30	1.0 ¹⁴
HPS historic public/semipublic service ²¹	5,000	50	100	50	40	20	10	5 ¹¹	20 ²	25	1.0
HPS-1 historic public and semi-public service-1	n/a	n/a	n/a	50	30	7.5	7.5	7.5	7.5	25	0.8
HPRD historic planned redevelopment/development ²¹	1 acre	50	100	50	40	5	5	2.5	10	35	1.0
PS public/semipublic service	6,000	50	100	50	40	20	15	15	20 ²	25	0.8 ¹⁵
A airport	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	¹⁶	0.3
C conservation	10 acres	n/a	n/a	5	5	¹⁸	¹⁸	¹⁸	¹⁸	25	0.01